

RESOLUTION No. 10 – 103

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ACE CONSTRUCTION GROUP, INC. FOR THE PROVISION OF PROFESSIONAL SERVICES RELATING TO CAPITAL PROJECT MANAGEMENT FOR THE CITY OF DORAL PARKS AND RECREATION DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral has several ongoing and pending capital projects which require professional management for its successful and responsible completion; and

WHEREAS, pursuant to Section 12-11 of the City of Doral Procurement Ordinance #2004-03 which exempts professional services from the competitive procurement process, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement, provided herein as Exhibit "A," with ACE Construction Group, Inc. for the provision of professional services relating to capital project management for the City of Doral Parks and Recreation Department in an amount not to exceed \$75,000.00 per year.

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

Section 1. The City Council hereby authorizes the City Manager to negotiate and enter into an agreement, substantially in the form provided herein as Exhibit "A," with ACE Construction Group, Inc. for the provision of professional services relating to capital project management for the City of Doral Parks and Recreation Department in an amount not to exceed \$75,000.00 per year.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 9th day of June, 2010.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”



City of Doral
Professional Services Agreement

THIS AGREEMENT is made and entered into on the ____ day of _____, 2010 by and between:

City of Doral
8300 NW 53rd Street, Suite 100
Doral, Florida 33166
(Hereinafter referred to as "the City")

AND:

Ace Construction Group, Inc.
8870 N.W. 196th Street
Miami, Florida 33018
(Hereinafter referred to as "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 hereby mutually agree as follows:

ARTICLE I

I. **THE CONTRACT DOCUMENTS**

The Contract Documents shall consist of this Agreement, any amendments subsequent to the date hereof, and any written directions provided by the City to the Consultant in connection with the scope of services described below.

ARTICLE 2

2. SCOPE OF SERVICES

- 2.1 Consultant will supply all personnel, equipment, and resources necessary to provide project management services in connection with each of the construction projects to be performed by the City's Department of Parks and Recreation which are set forth on Exhibit A hereto. The specific services to be provided shall consist of those project management services that are standard in the construction industry as well as any similar services reasonably requested by the City.
- 2.2 Consultant shall provide a project team to perform its duties hereunder (as existing from time to time, the "Project Team"), the members of which shall be employees of the Consultant. The Consultant shall designate from time to time an individual to act as representative of Consultant. Albert Acevedo is hereby designated as such representative until Consultant otherwise notifies the City. Consultant may, from time to time upon notice to the City, make changes in and deletions and additions to the Project Team; provided, however, the City shall have the right to approve any new or replacement member of the Project Team. The City shall have the right from time to time to reasonably request that a member or members of the Project Team be removed and replaced by a person or persons acceptable to the City in its reasonable discretion.

ARTICLE 3

3. CONTRACT SUM

- 3.1. The Consultant shall be paid on the basis of each day that the Consultant provides project management services under this Agreement. The rate of compensation shall be Three Hundred Dollars (\$300.00) for each day of service rendered under the Agreement, up to a maximum of 250 days per year. As such, the compensation under this Agreement per year shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).
- 3.2. Any change of compensation under this Agreement will require a written change order approved by the City.

ARTICLE 4

4. CONTRACT TIME

- 4.1 The term of this Agreement is for a period of two (2) years with the option of the City to renew for two additional one year periods.

- 4.2 The Consultant may not fail to provide project management services under this Agreement for more than two consecutive business days without one week's prior written consent from the City.

ARTICLE 5

5. INVOICING AND PAYMENT

The Consultant shall keep daily time sheets for the services rendered hereunder. The Consultant will issue an invoice once every two weeks for the work, which has been completed, in the City Manager's sole discretion. The invoice must be accompanied by copies of all the applicable time sheets. If the City Manager determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within thirty (30) days.

ARTICLE 6

6. 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 coverage shall include a minimum of:

- 6.1 Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:
- 6.1.1 General Aggregate - \$1,000,000.
 - 6.1.2 Products-Comp/Op Aggregate - \$1,000,000.
 - 6.1.3 Personal and Advertising Injury - \$1,000,000.
 - 6.1.4 Fire Damage - \$50,000.

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises operations.

- 6.2 Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:
- 6.2.1 Combined Single Limit - \$500,000.

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

6.3 Professional Liability Errors and Omissions insurance coverage in an amount not less than \$1,000,000.

6.36.4 Worker's Compensation Insurance covering the Consultant and the Consultant's employees with not less than the following limits:

6.4.1 Worker's Compensation \$100,000/\$500,000/\$100,000 for coverage.

Such coverage shall be provided even if the Consultant would not otherwise be required to provide it under Florida law. In addition to the limits set forth above, this coverage shall otherwise comply with applicable Florida law.

6.46.5 The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of this agreement or extension hereunder is in effect.

6.56.6 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 endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Consultant shall also provide copies of the required endorsements.

6.66.7 The City reserves the right to require additional insurance in order to meet the full value of the Agreement.

6.76.8 The City of Doral must be named as additional insured on each of the policies referenced above.

ARTICLE 7

7. ASSIGNMENT

This Agreement shall not be assignable by the Consultant.

ARTICLE 8

8. PROHIBITION AGAINST CONTINGENT FEES

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 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 Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement unless approved by the City Manager of the City of Doral.

ARTICLE 9

9. TERMINATION

This Agreement 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 Agreement is terminated, the Consultant shall be paid in accordance with the provisions of Articles 4 and 5 of this Agreement for all acceptable work performed up to the date of termination.

ARTICLE 10

10. NONEXCLUSIVE AGREEMENT

The services to be provided by the Consultant pursuant to this Agreement 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 11

11. ENTIRE AGREEMENT

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

ARTICLE 12

12. ATTORNEY'S FEES

In connection with any litigation arising out of this Agreement, 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 13

13. NONDISCRIMINATION

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 14

14. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

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 Agreement; 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 15

15. INDEPENDENT CONTRACTOR

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 16

16. COMPLIANCE WITH LAWS

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

ARTICLE 17

17. **NOTICES**

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: Yvonne Soler-McKinley
City Manager
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185

With a copy to: Jimmy Morales, Esq.
City Attorney
City of Doral
8300 NW 53 Street, Suite 101
Doral, Florida 33185

Barbara Herrera
City Clerk
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185

Consultant: Albert Acevedo
Ace Construction Group, Inc.
8870 N.W. 196th Street
Miami, Florida 33018

ARTICLE 18

18. **GOVERNING LAW**

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

ARTICLE 19

19. **INDEMNIFICATION**

The Consultant 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.

[SIGNATURES ON FOLLOWING PAGE]

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.

Consultant:

City:

Ace Construction Group, Inc.
8870 N.W. 196th Street
Miami, Florida 33018

City of Doral
8300 NW 53rd Street, Suite 100
Doral, FL 33166

By:

By:

Albert Acevedo
President

Yvonne Soler-McKinley
City Manager

Attest:

Barbara Herrera
City Clerk

Approved for legal sufficiency:

Jimmy Morales, Esq.
City Attorney

Exhibit A

Scope of Services – Project Manager

Project
Doral Veterans Park
Doral Dog Park
Reclaimed Storm water project at J.C. Bermudez Park
Miscellaneous Fencing (SNP Grant)
Doral North Park Design
Playground Lighting
J.C. Bermudez Park Roadway Modification
Miscellaneous Parks and Recreation Repairs and Capital Maintenance as assigned