

RESOLUTION No. 20-78

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXTEND THE EXISTING CONTRACT AGREEMENT WITH SFM SERVICES INC. FOR STREET SWEEPING SERVICES FOR FOUR (4) MONTHS ON A MONTH-TO-MONTH BASIS OR UNTIL THE SOLICITATION PROCESS OF THE NEW CONTRACT IS COMPLETED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT EXTENSION 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 is a participant of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit as a co-permittee under the Miami-Dade County's regional MS4 Permit. The MS4 Permit allows the City of Doral to discharge stormwater runoff into the City's stormwater infrastructure and into the waters of the State; and

WHEREAS, part III.A.3 of the MS4 Permit requires the City to implement a street sweeping program which is the most cost-effective BMP that reduces pollutants from stormwater runoff; and

WHEREAS, on April 12, 2017, Resolution No. 17-65 was passed and adopted (approved 4-0, 1 absentee) by the City of Doral Mayor and City Council-Members awarding ITB 2017-06 Street Sweeping Services and authorizing the City Manager to enter into an agreement with SFM Services, Inc. The contract was awarded for an initial term of two (2) years with the option to renew for an additional one (1) year term. The contract is set to expire on May 16, 2020; and

WHEREAS, The Public Works Department (PWD) began the procurement process and completed the Invitation to Bid (ITB) 2020-09 "Street Sweeping Services" document to

advertise in March of 2020. The bid opening was scheduled for April 2020. As a result of the COVID-19 pandemic, the bid process was postponed, the document was advertised on April 21, 2020, and the bid opening did not occur as planned; and

WHEREAS, while the ITB 2020-09 procurement process is ongoing, the PWD is requesting the Mayor and City Council-Members to allow the City Manager to extend the current contract with SFRM Services, Inc., under the same terms, conditions, and prices as the original contract, on a month-to-month basis with a maximum four (4) months extension, to allow the procurement process to be completed; and

WHEREAS, ITB 2020-09 "Street Sweeping Program" was advertised in April 21, 2020 and is tentatively scheduled to be awarded during the June 2020 Council Meeting; and

WHEREAS, in order to continue to provide street sweeping services to the City of Doral as required by the MS4 Permit, the PWD approached SFM Services to inquire about their interest and availability to continue to provide this service for four (4) months on a month-to-month basis or until the transition period to the new street sweeping company is completed; and

WHEREAS, staff recommends that the that the Mayor and City Council-Members authorize the City Manager to extend the agreement between the City of Doral and SFM Services, Inc. under the same terms, conditions, and prices as the existing agreement, for a period not to exceed four (4) months on a month-to-month basis or until the transition period of the awarded services company is completed; and

WHEREAS, funding for this request is available from Fiscal Year 2019-20 in the Public Works Stormwater Fund – Contractual Services Account (Line Item- Sweeping Program), Account No. 401.80005.500340.

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

Section 2. Approval. to extend the agreement between the City of Doral and SFM Services, Inc. under the same terms, conditions, and prices as the existing agreement, for a period not to exceed four (4) months on a month-to-month basis or until the transition period of the awarded services company is completed, in an amount not to exceed departmental budget funds, a copy which is attached as Exhibit “A”, is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the agreement extension 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 Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of May, 2020.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
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”

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:

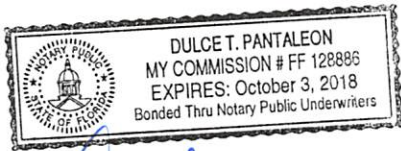
Five Hundred Seventy-Three Thousand Five Hundred One Dollars and Forty-One Cents
(Written Dollar Amount)

\$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:
ROQUE M. LOPEZ
[Signature]



[Signature] 05/18/17

CONTRACTOR: SFM Services, Inc.

BY: [Signature]

NAME: Christian Infa

TITLE: President

OWNER: City of Doral

BY: [Signature]

NAME: EDUARDA ROJAS

TITLE: CPA

AUTHENTICATION:

BY: [Signature]

NAME: CONNIE DIAZ

TITLE: city clerk
City Clerk

APPROVED AS TO FORM:

BY: [Signature]

NAME: Daniel A Espino

TITLE: CITY ATTORNEY

END OF SECTION



Albert P. Childress

City Manager

May 13, 2020

SFM Services, Inc.
9700 NW 79 Avenue
Hialeah Gardens, FL 33016

Ref: ITB #2017-06, Street Sweeping Service- Contract Extension

Dear Mr. Infante,

As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional one (1) year term. The initial two (2) year contract expired on May 16, 2019. The additional one (1) year term is set to expire on May 16, 2020.

The City of Doral hereby invites your firm to extend the contract for an additional four (4) months on a month-to-month basis or until the transition period to the new street sweeping company. This Contract extension will be under the same terms, conditions and prices as the original contract and will expire on September 16, 2020 or sooner.

The City wishes to thank you and your team for the services you have provided over the last year. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

Please kindly confirm receipt of this letter at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Albert P. Childress
City Manager

Accepted: SFM Services, Inc.

Christian Infante

Date: