



City of Doral
Professional Services Agreement

THIS CONTRACT made and entered into on the 10th day of January 2019 by and between:

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

AND

Aquatic Control Group Inc.
1501 NW 37th Street
Miami, FL 33142
(Hereinafter referred to as "Aquatic Control Group")

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. FEES FOR SERVICES

- I.1 The documents, attached hereto and made part hereto as Exhibit "A", includes the monthly services and equipment including installation costs together with the monthly fee plan.

ARTICLE 2

2. SCOPE OF SERVICES

2.1 The work covered by the Specifications and Contract Documents, consists of floating debris removal services by Aquatic Control Group on City canal waterways as described below.

- Removal and disposal of floating debris such as, but not limited to, trees, limbs, branches, logs, rush, mowed grass, trash bags, plastic cups, foam containers, tennis balls, coconuts, tires, mattresses, construction & demolition debris, white debris (fridge, washer, dryer, air conditioner, etc.), storage drums, dead animals, and other similar debris deposited by the action of men or nature in designated canal waterways.
- All work will be logged using the form provided.
- A report must be issued and submitted to the City at time of completion of each section for visual inspection and approval.
- Amount of debris collected must be recorded in above mentioned report.
- Visual inspection will be performed within 24 hours of report being submitted.
- All debris to be disposed of in a legal manner. Proof of disposed material may be required.
- Any recyclable material shall be recycled.
- Emergency removal of large debris on canals, on an as needed basis, not limited to floating debris using a 10 or 20 ton crane.

ARTICLE 3

3. TERM

The term of this Contract is for a period of two (2) years with the option by the City to renew for two (2) additional one (1) year terms.

ARTICLE 4

4. INVOICING AND PAYMENT

4.1 A City representative must approve the work and related costs prior to the commencement of work by the issuance of a Work Order. The City will determine if the completed work is acceptable.

4.2 If the work does not meet the City requirements, Aquatic Control Group must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

4.3 Upon satisfactory completion of specified and authorized work as determined by the sole discretion of the City, Aquatic Control Group shall invoice the City the fees associated with the work in accordance with the fees specified in Exhibit "A". Any services or equipment not specified in Exhibit "A" shall be treated as a change order and must be approved in writing by the City prior to commencement of the work.

4.2 Aquatic Control Group shall invoice the City by the first Friday of each month the completed Application for Payment for the previous period. If the City Manager in his/her sole discretion determines that the work has been performed according to the job specifications, the City shall pay such invoice within thirty (30) days.

4.3 Aquatic Control Group invoice shall include a complete breakdown of the work order components, the quantities of debris removed, and the amount due and other supporting documentation as may be required by the Contract documents or the City for approval.

4.4 Aquatic Control Group agrees to charge the City a monthly fee reflected under Exhibit "A" for the Floating Debris Removal Services.

ARTICLE 5

5. INDEMNIFICATION

5.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

5.2 The provisions of this section shall survive termination of this Agreement.

ARTICLE 6

6. INSURANCE

Aquatic Control Group 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:

- 6.1 Commercial General Liability Insurance naming the City as an additional Insured with not less than the following limits
 - 6.1.1 Bodily Injury & Property Damage Liability
 - 6.1.2 Each Occurrence-\$2,000,000
 - 6.1.3 Policy Aggregate-\$4,000,000
 - 6.1.4 Personal & Advertising Injury -\$2,000,000
 - 6.1.5 Products & Completed Operations -\$4,000,000
- 6.2 Worker's Compensation and Employer's Liability Insurance for all Aquatic Control Group employees at minimum statutory limited as required by Florida Law.
- 6.3 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicles insurance, including applicable no-fault coverage, with limits of liability of not less than \$2,000,000 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.
- 6.4 Professional Liability: Aquatic Control Group shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 6.5 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.
- 6.6 Aquatic Control Group shall require all subcontractors to comply with the insurance requirements of this Article 6.

ARTICLE 7

7. ASSIGNMENT

7.1 This Agreement shall not be assignable by Aquatic Control Group. It is understood that a sale of the majority of the stock or partnership shares of Aquatic Control Group, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City approval. The City is relying upon the apparent qualifications and personal expertise of Aquatic Control Group, and such firm's familiarity with the City's area, circumstances and desires. Accordingly, Aquatic Control Group's services are unique in nature and any transference without the prior written approval of the City shall be cause for the City to terminate this Agreement. Aquatic Control Group shall have no recourse from such cancellation.

ARTICLE 8

8. PROHIBITION AGAINST CONTINGENT FEES

8.1 Aquatic Control Group warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Aquatic Control Group 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 Aquatic Control Group 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 9

9. TERMINATION

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

ARTICLE 10

10. NONEXCLUSIVE AGREEMENT

10.1 The services to be provided by Aquatic Control Group 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 11

11. ENTIRE AGREEMENT

11.1 This Contract, together with the Exhibits, workorders specifically referenced herein shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

ARTICLE 12

12. ATTORNEY'S FEES

12.1 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 13

13. NONDISCRIMINATION

13.1 During the term of this Agreement, Aquatic Control Group shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, sexual orientation, gender identity or gender expression and agrees to abide by all Federal and State laws regarding nondiscrimination.

ARTICLE 14

14. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

14.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Aquatic Control Group providing services to the City under this Agreement shall be the property of the City.

14.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of Aquatic Control Group involving transactions related to this Agreement.

14.3 The City may cancel this Agreement for refusal by Aquatic Control Group to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

ARTICLE 15

15. INDEPENDENT CONTRACTOR

15.1 Aquatic Control Group and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all 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. SEVERABILITY.

16.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 17

17. COMPLIANCE WITH LAWS

17.1 Aquatic Control Group 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: Albert Childress
Acting 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

Aquatic Control Group Inc: Robert Muriedas Managing Partner
Aquatic Control Group Inc
1501 NW 37th Street
Miami, Florida 33142

ARTICLE 19

19. GOVERNING LAW

19.1 This Contract shall be construed in accordance with the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

ARTICLE 20

20. WAIVER

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

ARTICLE 21

21. SURVIVAL OF PROVISIONS

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

ARTICLE 22

22. FORCE MAJURE

22.1 It is understood that performance of any act by the City or Aquatic Control Group hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement.

ARTICLE 23

23. COUNTERPARTS

23.1 This Agreement may be executed in counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

ARTICLE 24

24. INTRPRETATION

24.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

24.2 Preparation of this Agreement has been a joint effort of the City and Aquatic Control Group and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

ARTICLE 25

25. DISCRETION OF CITY MANAGER

25.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

ARTICLE 26

26. THIRD PARTY BENEFICIARY

26.1 Aquatic Control Group and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

ARTICLE 27

27. NO ESTOPPEL

27.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Aquatic Control Group shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by the Aquatic Control Group's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

Aquatic Control Group Inc:

City of Doral:

By:



Robert Muriadas
Managing Partner

By:



Albert Childress
Acting City Manager



Connie Diaz
City Clerk

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo
City Attorney

RESOLUTION No. 19-19

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #2018-30 "FLOATING DEBRIS REMOVAL SERVICES" TO THE TOP RANKED FIRM; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AQUATIC CONTROL GROUP FOR THE PROVISION OF FLOATING DEBRIS REMOVAL SERVICES IN A NOT TO EXCEED AMOUNT OF \$158,435.00 FOR A TWO (2) YEAR PERIOD WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO (2) ONE (1) YEAR PERIODS UNDER THE SAME TERMS, CONDITIONS, AND PRICES OF THE CONTRACT; 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 CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral implemented the Floating Debris Removal Program in 2014 to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit), the National Flood Insurance Program Community Rating System (CRS) requirements, and to control pollutants and debris from discharging into main bodies of water in order to protect the environment; and

WHEREAS, on November 8, 2018, the City of Doral (the "City") issued Invitation to Bid #2018-30, "Floating Debris Removal Services" (the ITB) for the purpose of obtaining canal maintenance services for the City's canal system; and

WHEREAS, the City received three (3) submittals for the ITB which were opened on December 6, 2018 at 11:00 a.m.; and

WHEREAS, the City requested for all bid submittals to consider the bid amount for a potential four (4) year contract; and

WHEREAS, upon review of the bids submitted, City Staff respectfully requests that the City Council authorize the City Manager to enter into an agreement with Aquatic Control Group who was deemed the lowest most responsive and responsible bidder for the provision of floating debris removal services in an amount not to exceed \$158,435.00 for a two (2) year term with the option to renew for an additional two (2) one (1) year terms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL 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 City Manager is authorized to enter into an Agreement with Aquatic Control Group for the provision of floating debris removal in an amount not to exceed \$158,435.00 for a two (2) year period with the option to renew for an additional two (2) one-year terms under the same terms, terms conditions and prices.

Section 3. Authorization. The City Manager is authorized to execute the work orders and expend budgeted funds on the behalf of the City.

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

PASSED AND ADOPTED this 9 day of January, 2019.



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