

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
AMERI-CLEAN PUMPING INC.  
FOR  
PUMPING AND CLEANING SERVICES**

**THIS AGREEMENT** is made between **AMERI-CLEAN PUMPING INC.**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, the City of Doral (the “City”) issued Invitation to Bid (“ITB”) #2018-36 on December 12, 2018 for the provision of providing pumping and cleaning services at City Parks; and

**WHEREAS**, as a result of the ITB, two (2) firms attended the non-mandatory Pre-Bid Meeting held on December 26, 2018; and

**WHEREAS**, Two (2) submittals were received and opened on January 11, 2019, with both firms meeting the required criteria set forth in the ITB; and

**WHEREAS**, based on the review by the Procurement Division of the submittals received, the proposal provided by Ameri-Clean Pumping Inc. was deemed the lowest responsive and most responsible; and

**WHEREAS**, during the February 13, 2019 Council Meeting, the City Council of the City of Doral approved Resolution # 19-37 approving the award of ITB# 2018-36 and authorizing the City Manager to enter into an agreement with Ameri-Clean Pumping Inc.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

**1. Scope of Services/Deliverables.**

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to provide Pumping and Cleaning Services at City Parks as contemplated herein.
- 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in **Exhibit “A”**, which is attached to this Agreement and incorporated herein and made part hereof by this reference.

- 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect for two (2) years from the date of execution of Agreement (“Initial Term”), unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one-year periods for a total maximum contract term of four (4) years. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.

3. **Compensation and Payment.**

- 3.1 As compensation for the Work, the City agrees to pay the Provider on a service by service basis not to exceed the unit pricing per service submitted by the Provider in their bid and herein attached to this agreement as **Exhibit “B”** regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.
- 3.2 Provider understands that services requested through this Agreement are on an as needed basis and will be billed to the City accordingly.
- 3.3 Provider is to provide the City with an invoice on a monthly basis reflecting fees due for all services performed during that period. Invoice must itemize the date when each service was actually performed.
- 3.4 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.5 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the

invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Provider shall abide by the terms of the ITB to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "C"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 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 be 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, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 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.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress  
Acting City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

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

For The Provider: Ameri-Clean Pumping Inc.  
PO Box 560951  
MIAMI FL 33157

14. **Governing Law.**

15.1 This Agreement shall be construed in accordance with and governed by 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.

15. **Entire Agreement/Modification/Amendment.**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

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

- 16.2 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 the Provider involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Provider 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.
- 16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- 16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:
- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

- 17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 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.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors 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.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

(a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.



21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 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.

25. **Survival of Provisions**

25.1 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.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider 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. 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

28. **Counterparts**

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

29. **Interpretation.**

29.1 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.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider 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.

30. **Discretion of City Manager.**

30.1 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.

31. **Third Party Beneficiary**

31.1 Provider 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.

32. **No Estoppel**


32.1 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 Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider'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.]**

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:


CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk


By:   
\_\_\_\_\_  
Albert P. Childress, Acting City Manager

Date: March 5, 2019

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

  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

Ameri-Clean Pumping Inc.

  
By: OSCAR VINAS  
Its: PRESIDENT  
Date: 2/26/2019

**Exhibit "A"**

**Scope of Services**

## **SCOPE OF SERVICES**

### **Provider Responsibility**

- 1) Provider must be available 7 days a week to provide pumping and cleaning services when needed by the City.
- 2) The Provider shall respond and perform any requested services within 24 hours. The City may charge the Provider liquidated damages totaling 10% of the contracted unit rate if the Provider fails to conduct a service within this time period.
- 3) Provider must have an emergency response unit in the event that the City needs pumping or cleaning after normal operating hours.
- 4) The Provider shall have the appropriate equipment and capability of pumping/cleaning holding tanks and grease traps.
- 5) Emergency services will be considered to be any services requested by the City after the normal operating hours of the Provider. The Provider has provided their normal operating hours as part of their bid submittal which is attached to the Agreement for this service as **Exhibit "B"**.
- 6) Services requested by the City before the end of normal operating hours of the Provider but performed by the Provider after normal operating hours shall be considered a normal/routine service and not an emergency service and be billed as such.
- 7) The Provider will be responsible to replace or repair any damage caused to City property by the Provider during the performance of the service at the Provider's expense.
- 8) The City will contact the Provider when it is in need of any services. The Provider shall not perform any service without the authorization of the City first. Services performed without prior authorization by the City will not be a billable service to the City by the Provider.
- 9) The Provider must check in with City staff prior to performing service and must provide a receipt to City staff present upon completion of service to confirm that service was performed for City's records. Receipt must include both the signature of Provider's representative who performed the service and City staff for acceptance.
- 10) Any damages to City property which occur during the performance of the service will be the responsibility of the Provider to repair.

### **Facility Locations**

**Doral Central Park**  
**3000 NW 87<sup>th</sup> Ave**  
**Doral, FL 33166**

- Two (2) Holding Tanks
- Holding tank capacity: 1,500 gallons each
- Locations: Adjacent to the north and south restrooms

**Doral Meadow Park**  
**11555 NW 58<sup>th</sup> Street**  
**Doral, FL 33178**

- One (1) Grease Trap

**Doral Legacy Park**  
**11400 NW 82 Street**  
**Doral, FL 33178**

- One (1) Grease Trap

**Exhibit "B"**

**Ameri-Clean Pumping Inc. Submittal**



**PRICING SHEET**

**Pumping Services**

<u>Location</u>	<u>Description of Work</u>	<u>Unit Price per Service</u>	<u>Quantity per Year</u>	<u>Total per year (Unit Price x Quantity)</u>
Doral Central Park	Pumping of Holding Tank	\$ 300.00	56 (28 each tank)	\$ 16,800.00
Doral Meadow Park	Grease Trap Cleaning	\$ 250.00	1	\$ 250.00
Doral Legacy Park	Grease Trap Cleaning	\$ 250.00	1	\$ 250.00

**Note:** The quantity above serves as a minimum of services needed per fiscal year. Additional services beyond the above amount shall be billed at the same unit price for the description of work as provided in the above table. The City reserves the right to add or remove any work from this RFP if it's in the best interest of the City.

**Emergency Pumping Services**

Requested services by the City after normal operating hours.

<u>Location</u>	<u>Description of Work</u>	<u>Unit Price per Service</u>
Doral Central Park	Pumping of Holding Tank	\$ 400.00
Doral Meadow Park	Grease Trap Cleaning	\$ 325.00
Doral Legacy Park	Grease Trap Cleaning	\$ 325.00

**Operating Hours of the Contractor:**

Monday – Friday: 8am - 5pm      Saturday: Closed      Sunday: Closed  
 Federal Holidays: Closed

**Other Service Calls**

The City may from time-to-time request additional maintenance services to diagnose and repair any equipment relating to the holding tanks and grease traps. Submit the hourly rate and mark-up on supplies for these services.

<u>Hourly Rate</u>	<u>Percentage Mark-up on Materials</u>
125.00	15%

**Liquidated Damages**

<u>Item</u>	<u>Penalty Rate</u>
Failure to perform service call within 24 hours.	10% of unit cost.

**Exhibit "C"**

**Insurance Requirements**

**EXHIBIT "C"**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

**A. Limits of Liability**

<b>Bodily injury &amp; Property Damage Liability</b>	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Job)	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$2,000,000

**B. Endorsements Required**

City of Doral included as an additional insured  
Primary Insurance Clause Endorsement  
Contingent and Contractual Liability  
Premises and Operations Liability  
Explosion, Collapse and Underground Hazards

**II. Automobile Liability** **\$2,000,000**  
Owned, Scheduled Autos, including  
Hired and Non-Owned auto exposures

City of Doral listed as an additional insured

**III. Workers Compensation / Employers' Liability**

1. Workers' Compensation Limits: Statutory- State of  
Florida

**2. Employer's Liability Limits:**

**A. ty**

\$1,000,000 for bodily injury caused by an accident, each accident

**\$1,000,000 for bodily injury caused by disease, each employee**

**\$1,000,000 for bodily injury caused by disease, policy limit  
Confirmation that Workers Compensation is provided for all persons  
fulfilling this contract, whether employed, contracted, temporary or  
subcontracted is required.**

**IV. Umbrella or Excess Liability (Excess Follow Form) - insurance can be  
utilized to provide the required limits. Coverage shall be “following form”  
and shall not be more restrictive than the underlying insurance policy  
coverages, including all special endorsements and City as Additional  
Insured status.**

**V. Pollution Liability**

**A. Limits of Liability**

Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000
City of Doral listed as an additional insured	

**The above policies shall provide the City of Doral with 10 days’ written notice of  
cancellation or material change from the insurer in accordance to policy provisions. If  
policies do not provide such provision, Contractor is responsible for such notification.**

**Companies authorized to do business in the State of Florida with the following  
qualifications shall issue all insurance policies required above:**

**The Company must be rated no less than “A-” as to management, and no less than  
“Class V” as to financial strength, by the latest edition of Best Insurance Guide published  
by A.M. best Company, or its equivalent. All policies or certificates of insurance are  
subject to review and verification by Risk Management. City reserves the right but not the**

obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

**Subcontractors' Compliance:** It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

**RESOLUTION No. 19-37**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2018-36 "PUMPING AND CLEANING SERVICES" TO AMERI-CLEAN PUMPING INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH AMERI-CLEAN PUMPING INC. FOR A TERM OF TWO (2) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL OF FOUR (4) YEARS 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 (the "City") issued Invitation to Bid ("ITB") # 2018-36 on December 12, 2018 for the provision of providing pumping and cleaning services at City Parks; and

**WHEREAS**, as a result of the ITB, two (2) firms attended the non- mandatory Pre-bid meeting held on December 26, 2018; and

**WHEREAS**, Two (2) submittals were received and opened on January 11, 2019, with both firms meeting the required criteria set forth in the ITB; and

**WHEREAS**, based on the review by the Procurement Division of the submittals received, the proposal provided by Ameri-Clean Pumping Inc. was deemed the lowest responsive and most responsible; and

**WHEREAS**, staff respectfully requests approval to award ITB #2018-36 "Pumping and Cleaning Services" to Ameri-Clean Pumping Inc. and authorize the City Manager to execute the agreement with Ameri-Clean Pumping Inc. for a term of two (2) years with two (2) one (1) year renewals for a total of four (4) years and expend budgeted funds on behalf of the City in furtherance hereof. Funding for this service will come from the Parks & Recreation Account # 001.90005.500340.

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval of Services.** Awarding Invitation to Bid #2018-36 to Ameri-Clean Pumping Inc. for the provision of providing pumping and cleaning services at City Parks is hereby approved.

**Section 3. Authorization to Procure Services.** The City Manager is hereby authorized to execute the agreement with Ameri-Clean Pumping Inc. for a term of two (2) years with two (2) one (1) year renewals for a total of four (4) years and expend budgeted funds on behalf of the City in furtherance hereof. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interests of the City.

This Authorization does not create or confer any rights to Ameri-Clean Pumping, Inc. or any of the other bidders.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement 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 Cabrera 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 13 day of February, 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