

Maharai Hoffman (PW)

From: Igor Ignatenko (PW)
Sent: Wednesday, August 28, 2024 10:31 AM
To: Maharai Hoffman (PW)
Cc: Kenneth Soler (PR)
Subject: FW: ITB 2024-10 - Cancellation Notice
Attachments: Great Waste Agreement.pdf; 19-166 - Great Waste and Recycling.pdf; Waste Management COMP.xlsx; FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT.pdf; RE: ITB 2024-10 - Cancellation Notice

Good morning, Maharai

Please submit thru DocuSign to CM , City Clerk and CA, First amendment with everything else attached here as support documents.

Please include (no signatures) Frank and Fernando.

Thank you

Igor Ignatenko

Facilities Manager

City of Doral

8401 NW 53rd Terrace

Doral, FL 33166

T (305) 593-6740 Ext. 6022

C (305) 462-9850

F (305) 593-6617

igor.ignatenko@cityofdoral.com

www.cityofdoral.com

The City of Doral is on [Twitter](#), [Facebook](#) and [YouTube](#)!



From: Jacqueline Lorenzo (PM) <Jacqueline.Lorenzo@cityofdoral.com>
Sent: Monday, August 19, 2024 3:38 PM
To: Igor Ignatenko (PW) <Igor.Ignatenko@cityofdoral.com>; Kenneth Soler (PR) <Kenneth.Soler@cityofdoral.com>
Cc: Christopher Cotton (PM) <Christopher.Cotton@cityofdoral.com>; Marco Phillips (PM) <Marco.Phillips@cityofdoral.com>; Carlos Arroyo (PW) <Carlos.Arroyo@cityofdoral.com>; Erin Sullivan (PR) <Erin.Sullivan@cityofdoral.com>; Francisco Rios (CM) <Francisco.Rios@cityofdoral.com>
Subject: RE: ITB 2024-10 - Cancellation Notice

Good afternoon Igor,

Please be advised that the ITB for Solid Waste has been cancelled. Accordingly, you may begin the limited extension process as we previously discussed to ensure continuity of service as the City prepares to update and

issue a new solicitation for these services. Staff is working on updating the solicitation and we will send that along as soon as possible.

In the meantime, I have prepared a preliminary draft of an extension letter with our existing vendor in accordance with Code Section 2-318(e) to allow for continuity of service. Attached is the draft letter together with backup. Please confirm that the existing vendor is amenable to this extension prior to routing for signatures. Note that I did confer with both the City Manager and City Attorney who agreed there were no issues with this approach. Thank you!

Respectfully,

Jacqueline “Jacky” Lorenzo

Procurement and Asset Management Director

City of Doral

8401 NW 53 Terrace

Doral, FL 33166

T (305) 593-6725 ext 4006

jacqueline.lorenzo@cityofdoral.com

www.cityofdoral.com

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Please note that the State of Florida's Public Records Laws provide that most written communications to or from the City of Doral regarding government business are public records available to the public upon request. This e-mail communication may therefore be subject to public disclosure.

From: Jacqueline Lorenzo (PM)

Sent: Monday, August 19, 2024 11:00 AM

To: Carlos Arroyo (PW) <Carlos.Arroyo@cityofdoral.com>; Erin Sullivan (PR) <Erin.Sullivan@cityofdoral.com>

Cc: Francisco Rios (CM) <Francisco.Rios@cityofdoral.com>; Fernando Casamayor (CM)

<Fernando.Casamayor@cityofdoral.com>; Rey Valdes (CM) <Rey.Valdes@cityofdoral.com>; Lorenzo Cobiella (LD) <Lorenzo.Cobiella@cityofdoral.com>

Subject: FW: ITB 2024-10 - Cancellation Notice

Good morning Carlos and Erin,

As per my discussion this morning with the City Manager and City Attorney, please see attached cancellation notice that we are posting today. Once the Procurement team has updated the solicitation, we will be sending to you for your review.

I am working on the preparation of an extension letter with our existing vendor in accordance with Code Section 2-318(e) to allow for continued operations in the meantime. I will also be sending that to you as soon as its ready.

Respectfully,

Jacqueline “Jacky” Lorenzo

Procurement and Asset Management Director

City of Doral

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Doral, FL 33166

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From: Jacqueline Lorenzo (PM)

Sent: Monday, August 19, 2024 10:48 AM

To: Christopher Cotton (PM) <Christopher.Cotton@cityofdoral.com>; Marco Phillips (PM)

<Marco.Phillips@cityofdoral.com>

Subject: ITB 2024-10 - Cancellation Notice

Importance: High

Good morning Chris,

Please post the attached Notice of Cancellation as per my discussion with the City Manager and City Attorney. Make sure that when you send to Public Affairs to post on the City's website, that you also copy the City Clerk so that she is aware and can save the notice in her records.

We will be revising the ITB to clarify the various items that resulted in confusion among the bidders and did not allow us to complete an apples-to-apples comparison/analysis.

[@Marco Phillips \(PM\)](#) – please work on updating the ITB to do the following:

- Remove the ITB No. and replace with 2024-XX for now
- Remove the dates and leave in TBD placeholder
- Incorporate the information that was brought up during the Q&A periods
- Update the pricing sheet to include the following columns:
 - o Rental Charges/Month
 - o Cost per Pickup/Tonnage
 - o Other Charges (all other fees)
 - o Total Cost per Month

Respectfully,

Jacqueline “Jacky” Lorenzo

Procurement and Asset Management Director

City of Doral

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Doral, FL 33166

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jacqueline.lorenzo@cityofdoral.com

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**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL AND
GREAT WASTE AND RECYCLING SERVICES LLC
FOR SOLID WASTE DISPOSAL COLLECTION AND RECYCLING SERVICES AT
CITY FACILITIES**

This First Amendment between the CITY OF DORAL ("City") and GREAT WASTE AND RECYCLING SERVICES LLC ("Provider") is made a part of the original Agreement for Solid Waste Disposal Collection and Recycling Services between the parties dated September 11, 2019 (the "Agreement"), between the City and Provider (collectively, the "Parties"). The Parties hereby agree as follows:

RECITALS

WHEREAS, on August 13, 2019, pursuant to Resolution No. 19-166, the City Council authorized the award of ITB 2019-24 to Provider and further authorized the City Manager to execute the Agreement between the City and the Provider for a period of three (3) years, with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, the Agreement became effective on September 11, 2019, and has been extended through September 11, 2024; and

WHEREAS, in order to ensure continuity of service while the City issues a new solicitation for this service, the City Manager seeks to authorize this Amendment pursuant to his authority under City of Doral Code of Ordinances Section 2-318(e); and

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this Second Amendment shall be September 11, 2024.
2. **AMENDING TERM.** Section 2 "Term/Commencement Date," shall be amended to include the following section 2.2:

2.2 This Agreement may be extended for an additional four (4) month period pursuant to the City Manager's authority under City of Doral Code of Ordinances Section 2-318(e).

3. **EXTENSION OF TERM.** The parties hereby agree to renew the Agreement for a four (4) month term as of the Effective Date of this First Amendment. Accordingly, the Term will expire on January 11, 2025.

City of Doral

4. **COMPENSATION.** Section 3 "Compensation and Payment" shall be amended to include the following section 3.7:

3.7 Without limitation of the foregoing, during the final four (4) month extension period of the Term, compensation for the Work shall be pursuant to the unit pricing per service as set forth in the attached and incorporated Exhibit "C" for the facilities specified therein. In no event shall expenditures incurred during the final four (4) month extension period of the Term exceed \$14,340.96.

5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.

5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this First Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Exhibit "C".

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in duplicate on the day and year last written below.

[SIGNATURE PAGE TO FOLLOW]

City of Doral

Attest:

CITY OF DORAL



Connie Diaz, City Clerk

Rey Valdes, City Manager


Date: 8/30/2024

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



Gastesi Lopez & Mestre, PLLC
City Attorney

**PROVIDER
GREAT WASTE AND RECYCLING SERVICES LLC**



Carlo Piccinonna
Managing Member

City of Doral

EXHIBIT "C"

PARKS & RECREATION DEPARTMENT LOCATIONS						
Location	Address	Container Size	Quantity	Service Frequency	Service Type	Price per Month
Morgan Levy Park	5300 NW 102 Ave	6 Yard Roll Out	1	2 Times per Week	Waste	\$298.77
Doral Central Park	3000 NW 87 Ave.	6 Yard Roll Out	2	2 Times per Week	Waste	\$597.54
Doral Cultural Center	8363 NW 53rd St.	6 Yard Roll Out	1	2 Times per Week	Waste	\$298.77
Doral Legacy Park	11400 NW 82 St.	6 Yard Roll Out	3	2 Times per Week	Waste	\$896.31
Doral Glades Park	7600 NW 98 Place	6 Yard Roll Out	1	2 Times per Week	Waste	\$298.77

PUBLIC WORKS DEPARTMENT LOCATIONS						
Location	Address	Container Size	Quantity	Service Frequency	Service Type	Price per Month
Government Center	8401 NW 53 Terr.	6 Yard Roll Out	1	2 Times per Week	Waste	\$298.77
Government Center	8401 NW 53 Ter.	6 Yard Roll Out	1	1 Time per Week	Recycling	\$149.38
Police Head-Quarters	6100 NW 99 Ave.	6 Yard Roll Out	1	2 Times per Week	Waste	\$298.77
Police Head-Quarters	6100 NW 99 Ave	6 Yard Roll Out	1	1 Time per Week	Recycling	\$149.38
Police Substation	3719 NW 97 Ave.	6 Yard Roll Out	1	2 Times per Week	Waste	\$298.77

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
GREAT WASTE AND RECYCLING SERVICES LLC.
FOR
SOLID WASTE DISPOSAL COLLECTION AND RECYCLING SERVICES AT CITY
FACILITIES**

THIS AGREEMENT is made between **GREAT WASTE AND RECYCLING SERVICES LLC.**, 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) No. 2019-24 “Solid Waste Collection and Recycling Services” on June 3, 2019 for the purpose of procuring waste collection and recycling services at City facilities; and

WHEREAS, three (3) submittals were received and opened on July 10, 2019, with all three (3) submittals meeting the required criteria; and

WHEREAS, upon review of submittals received, staff determined that Great Waste & Recycling Services LLC was the lowest and most responsive and responsible bidder; and

WHEREAS, during the August 13, 2019 Council Meeting, the City Council of the City of Doral approved Resolution #19-166 approving the award of ITB# 2019-24 and authorizing the City Manager to negotiate and enter into an agreement with Great Waste and Recycling Services LLC. for the provision of providing solid waste disposal collection and recycling services at City facilities.

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 solid waste disposal collection and recycling services at city facilities 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 three (3) 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 five (5) 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 and incorporated into 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 City and Provider understand the monthly rates for all Commercial Services provided in **Exhibit “B”** shall be binding, upon mutual consent, on Provider. Provider shall be entitled to adjust rates based on annual increase of U.S. Consumer Price Index (CPI) index. Provider agrees to provide the City with copies of the disposal rates (“County Disposal Rates”) established by Miami-Dade County (“County”) within fifteen (15) days of receipt by Provider of the County Disposal Rates. Provider shall notify the City within (30) days of receipt of the County Disposal Rates. The City Rates set forth in **Exhibit “B”** shall be adjusted by the same percentage increase of any increases in the County Disposal Rates and such rate increases shall be payable by the City from the day of any rate increase in the County Disposal Rate in addition to and separately from the City rates.
- 3.3 Provider understands that services requested through this Agreement are on an as needed basis and will be billed to the City accordingly.

- 3.4 Provider is to provide the City with an invoice at the end of each month inclusive of all service(s) rendered during that period. Invoice must detail the date(s) of service, facility, and service(s) actually performed.
- 3.5 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.6 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. **City's Responsibilities.**

- 4.1 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).

5. **Provider's Responsibilities.**

- 5.1 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.
- 5.2 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.

6. **Termination.**

- 6.1 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.
- 6.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 6.3 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.

7. **Insurance.**

- 7.1 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.
- 7.2 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.

8. **Nondiscrimination.**

- 8.1 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.

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

- 9.1 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.
- 9.2 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.

10. **Indemnification.**

- 10.1 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.
- 10.2 The provisions of this section shall survive termination of this Agreement.
- 10.3 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.

11. **Notices/Authorized Representatives.**

- 11.1 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
 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: Carlo Piccinonna
Managing Member
Great Waste and Recycling Service LLC.
6710 Main Street, Suite 237
Miami Lakes, Florida 33014

12. **Governing Law.**

12.1 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.

13. **Entire Agreement/Modification/Amendment.**

13.1 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.

13.2 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.

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 Provider 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 the Provider involving transactions related to this Agreement.

- 14.3 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.
- 14.4 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.
- 14.5 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.;
15. **No assignability.**
- 15.1 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.
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.

17. **Independent Contractor.**

17.1 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.

18. **Representations and Warranties of Provider.**

18.1 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 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.

19. **Compliance with Laws.**

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

19.2 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.

20. **Non-collusion.**

20.1 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.

21. **Truth in Negotiating Certificate.**

21.1 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.

22. **Waiver**

22.1 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.

23. **Survival of Provisions**

23.1 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.

24. **Prohibition of Contingency Fees.**

24.1 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.

25. **Force Majeure.**

25.1 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

26. **Counterparts**

26.1 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.

27. **Interpretation.**

27.1 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.

27.2 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.

28. **Discretion of City Manager.**

28.1 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.

29. **Third Party Beneficiary**

29.1 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.

30. **No Estoppel**

30.1 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



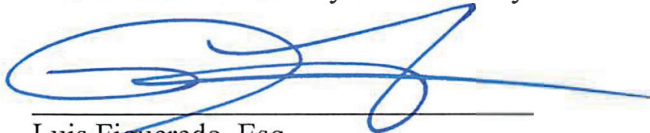
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

Date: Sept 11, 2019

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



Luis Figueredo, Esq.
City Attorney

Great Waste & Recycling Services LLC.


By: _____
Its: M.G.R.M.
Date: 9/10/2019

Exhibit "A"
Scope of Services

EXHIBIT A
SCOPE OF SERVICES

1. **SERVICE DURING OPERATING HOURS:** Services shall be performed during posted operating hours, unless dumpster(s) are readily accessible.
2. **CONDITION OF DUMPSTERS:** The Provider shall provide dumpsters that are in acceptable condition to the City. Containers with excessive rust, graffiti, damage, or repairs may be rejected by the City. The Provider will be responsible for replacing the container at no additional cost to the City. All containers shall be watertight to prevent leakage of contents.
3. **LOOSE DEBRIS:** The Provider shall be responsible for the prompt removal of all debris which results from this service.
4. **SOLID WASTE TRANSFER AND DISPOSAL SERVICES:** The Provider is responsible for delivering all solid waste to a licensed solid waste transfer station or licensed solid waste landfill for disposal. The Provider must identify the solid waste transfer station and the solid waste landfill that will be used in the performance of this contract.
5. **RECYCLING SERVICES:** The Provider is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: aluminum cans, clear plastic bottles and jars, fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. The Provider may add additional materials to the recycling list, including additional plastic items. Any additional materials should be itemized in the Provider's proposal. The City and Provider may add recyclable materials when mutually agreed upon and determinant on prevailing market conditions.
6. **CONTRACT CHANGES:** The City reserves the right to delete, add or revise items and services under this agreement at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by the Provider and the City Manager his/her designee.
7. **SUB-CONTRACTING:** Neither party to the Contract shall assign the contract or subcontract it as a whole or in part thereof without the written consent of the other, nor shall the Provider assign any monies due or to become due to him hereunder, without the previous written consent of the contracting City Manager.

8. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS: Provider certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Provider further certifies, that, if he/she is the awarded Provider, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Provider.
- a. The Provider shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the Provider shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.
 - b. The Provider shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Provider's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.
 - c. The City reserves the right to make safety inspections at any time the Provider is within the City limits to ensure safety rules are not being violated.
9. F.O.B. POINT: Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the Provider.
10. PROTECTION OF PROPERTY: The Provider shall at all times guard against damage or loss to the property of the City or any third parties, and shall be held responsible for replacing or repairing any such loss or damage. The City of Doral may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the Provider or his/her agents.
11. SAFETY REGULATIONS: Equipment must meet all local, state and federal safety regulations.

Exhibit “B”

Great Waste and Recycling Services LLC. Pricing Submittal

Great Waste and Recycling Services LLC.

EXHIBIT "B"

PARKS & RECREATION DEPARTMENT LOCATIONS						
Location	Address	Container Size	Quantity	Service Frequency	Service Type	Unit Price per Service
Morgan Levy Park	5300 NW 102 Ave	4 Yard Roll Out	1	3 Times per Week	Waste	14.52
Doral Central Park	3000 NW 87 Ave.	30 Yard	1	As Needed	Waste	379.00
ADD/DEDUCT: Doral Central Park	3000 NW 87 Avenue	6 Yard Roll Out	1	2 Times per Week	Waste	21.78
Doral Legacy Park	11400 NW 82 St.	6 Yard Roll Out	2	2 Times per Week	Waste	21.78
ADD/DEDUCT: Doral Legacy Park	11400 NW 82 St.	6 Yard Roll Out	1	2 Times per Week	Recycle	21.78
Doral Glades Park	7650 NW 97 Ave.	6 Yard Roll Out	1	2 Times per Week	Waste	21.78
ADD/DEDUCT: Doral Glades Park	7650 NW 97 Ave	6 Yard Roll Out	1	2 Times per Week	Recycle	21.78
Tails & Trails Park	11645 NW 50 St.	6 Yard Roll out	1	2 Times per Week	Waste	21.78
ADD/DEDUCT: Tails & Trails Park	11645 NW 50 St.	6 Yard Roll out	1	2 Times per Week	Recycle	21.78

TOTAL: 546.02

Great Waste and Recycling Services LLC.

PUBLIC WORKS DEPARTMENT LOCATIONS						
Location	Address	Container Size	Quantity	Service Frequency	Service Type	Unit Price per Service
Government Center	8401 NW 53 Terr.	6 Yard	1	3 Times per Week	Waste	21.78
Government Center	8401 NW 53 Ter.	4 Yard	1	2 Time per Week	Recycling	14.52
Police Head-Quarters	6100 NW 99 Ave.	4 Yard	1	2 Times per Week	Waste	14.52
Police Head-Quarters	6100 NW 99 Ave	4 Yard	1	2 Time per Week	Recycling	14.52
Police Substation	3800 NW 97 Ave.	4 Yard	1	2 Times per Week	Waste	14.52
Police Substation	3800 NW 97 Ave.	4 Yard	1	1 Time per week	Recycling	14.52

TOTAL: 94.38

TOTAL BASE BID: 637,40

Exhibit “C”

Insurance Requirements

EXHIBIT "C"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Bodily Injury & Property Damage Liability
 - Each Occurrence \$3,000,000
 - Policy Aggregate (Per Job/Location) \$3,000,000
 - Personal & Advertising Injury \$1,000,000
 - Products & Completed Operations \$3,000,000

- B. Endorsements Required
 - City of Doral included as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including hired and Non- Owned Autos
 - Any One Accident \$3,000,000

- B. Endorsements Required
 - City of Doral included as an additional insured

III. Workers Compensation / Employers' Liability

- A. Workers Compensation Limits: Statutory - State of Florida

- B. Employers Liability Limits:
 - \$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 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.

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

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 insurance policies do not provide such a provision, it is the contractor’s responsibility to do so.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

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.

RESOLUTION No. 19-166

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2019-24 "SOLID WASTE COLLECTION AND RECYCLING SERVICES" TO GREAT WASTE AND RECYCLING SERVICES, LLC AS THE LOWEST, MOST RESPONSIVE AND MOST RESPONSIBLE BIDDER; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH GREAT WASTE AND RECYCLING SERVICES, LLC FOR THE PROVISION OF SOLID WASTE COLLECTION AND RECYCLING SERVICES AT CITY FACILITIES FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid (ITB) No. 2019-24 "Solid Waste Collection and Recycling Services" on June 3, 2019 for the purpose of procuring waste collection and recycling services at City facilities, for which three (3) responses were received by the July 10, 2019 deadline, with all three (3) meeting the required criteria; and

WHEREAS, upon review of bids received, staff determined that Great Waste & Recycling Services LLC was the lowest most responsive and responsible bidder; and

WHEREAS, Staff respectfully requests approval from the Mayor and City Councilmembers to award ITB No. 2019-24 "Solid Waste Collection and Recycling Services" to Great Waste & Recycling Services LLC and authorize the City Manager to negotiate and enter into an agreement with Great Waste & Recycling Services LLC for the provision of providing waste and recycling collection services at City facilities for a period of three (3) years with the option to renew for two (2) additional one (1) year periods for a total of five (5) years in an amount not the exceed the budgeted funds.

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 a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers hereby approve the award of ITB No. 2019-24 "Solid Waste Collection and Recycling Services" to Great Waste & Recycling Services LLC and authorize the City Manager to negotiate and enter into an agreement with Great Waste & Recycling Services LLC for the provision of providing waste and recycling collection services at City facilities for a period of three (3) years with the option to renew for two (2) additional one (1) year periods for a total of five (5) years in an amount not the exceed budgeted funds.

This Authorization does not create or confer any rights to Great Waste & Recycling Services LLC.

Section 3. 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 4. 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:

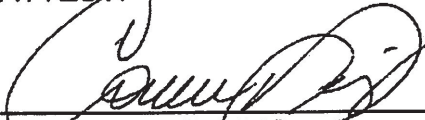
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of August, 2019.



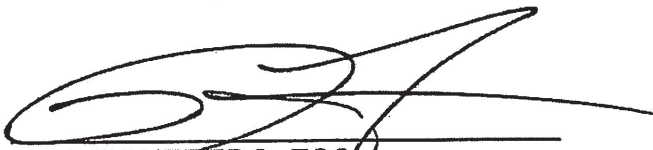
JUAN CARLOS BERMUDEZ, MAYOR

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

Location	Address
Morgan Levy Park	5300 NW 102nd Ave, Doral, FL 33178
Doral Cultural Center	8363 NW 53rd St, Doral, FL 33166
Doral Legacy Park	11400 NW 82nd St, Doral, FL 33178
Doral Glades Park	7600 NW 98 Pl, Doral, FL 33178
Doral Central Park	3000 NW 87 Ave, Doral, FL 33172
Government Center	8401 NW 53rd Terrace, Doral, FL 33166
Government Center	8401 NW 53rd Terrace, Doral, FL 33166
Police Headquarters	6100 NW 99th Ave, Doral, FL 33178
Police Headquarters	6100 NW 99th Ave, Doral, FL 33178
Police Substation	3719 NW 97th Ave, Doral, FL 33178

Comparing table - Great waste contr
City of Doral Waste Disposal and Recy
Scheduled Services

Location on Campus	Container Size	Container Qty
North West side of the parking lot	6 yard Roll out	1
North Side of the Cultural Center building	6 yard Roll out	1
Two are located on the south side of the Recreation building and one on the east side of the park by the basketball courts.	6 yard Roll out	3
South east of Glades park nature center building	6 yard Roll out	1
South West of Park grounds (by water tower)	6 yard Roll out	2
West side of Government Center building	6 yard Roll out	1
West side of Government Center building	6 yard Roll out	1
South East of Entrance Parking Lot	6 yard Roll out	1
South East of Entrance Parking Lot	6 yard Roll out	1
South East of Parking Lot	6 yard Roll out	1

**Contract extension
Recycling Services**

Pickup Schedule	Material/Bin Type	Current rates	HHA Contract
2 times per week	Waste	\$ 207.63	\$ 298.77
2 times per week	Waste	\$ 207.63	\$ 298.77
3 times per week	Waste	\$ 622.91	\$ 896.31
2 times per week	Waste	\$ 207.63	\$ 298.77
2 times per week	Waste	\$ 415.26	\$ 597.54
2 times per week	Waste	\$ 207.63	\$ 298.77
1 time per week	Recycling	\$ 103.82	\$ 149.38
2 times per week	Waste	\$ 207.63	\$ 298.77
1 times per week	Recycling	\$ 103.82	\$ 149.38
2 times per week	Waste	\$ 207.63	\$ 298.77
TOTAL		\$ 2,491.59	\$ 3,585.23

-
% INCREASE 43.80%

4 MONTH EXTENSION \$ 14,340.92



Miami Gardens	ITB 2024-10
\$ 308.80	\$ 299.00
\$ 308.80	\$ 299.00
\$ 926.40	\$ 897.00
\$ 308.80	\$ 299.00
\$ 617.60	\$ 598.00
\$ 308.80	\$ 299.00
\$ 154.40	\$ 149.50
\$ 308.80	\$ 299.00
\$ 154.40	\$ 149.50
\$ 308.80	\$ 299.00
\$ 3,705.60	\$ 3,588.00

48.72%

44.10%

\$ 14,822.40

\$ 14,352.00