

DISASTER DEBRIS MONITORING SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made up this 10 day of May, 2017, by and between Tetra Tech, Inc. (hereinafter referred to as "Tetra Tech" or "Contractor"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City"). Contractor and City may be referred to as individually as a "Party" or collectively as the "Parties."

WHEREAS, Tetra Tech offered to provide disaster debris monitoring services to the City; and

WHEREAS, Broward County (the "Broward") issued a competitive invitation to bid for Debris Monitoring Services, which was awarded to Contractor; and

WHEREAS, following the foregoing award, Tetra Tech entered into an agreement with Broward County, Florida for disaster debris monitoring services, attached hereto as "Exhibit A", which is incorporated herein and made a part hereof by this reference ("Broward Agreement"); and

WHEREAS, pursuant to Section 2-322 of the City Code of Ordinances, the City may enter into contracts entered by other governmental entities provided that that procurement leading to the subject agreement was reached by competitive bidding procedures that are the same or substantially to those required by the City ; and

WHEREAS, the City desires to engage Contractor for the performance of debris monitoring services (the "Services") in accordance with the terms of the Broward Agreement, except as modified herein.

NOW, THEREFORE, in consideration of foregoing 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 hereby acknowledged, Contractor and the City agree to the terms and conditions of the Broward Agreement as attached hereto as Exhibit A (the "Original Contract"), together with the mutually agreed modifications set forth below.

ARTICLE 1 – PARTIES

The terms of the Broward Agreement are incorporated herein and made a part hereof by this reference and shall govern the relationship of the City and Contractor under this Agreement, except as specifically provided herein and/or as otherwise modified by written mutual agreement of the City and Contractor. All references to "Broward County" or "County" or

“Board of County Commissioners” found within the Broward Agreement for the purpose of this Agreement shall be replaced with the words “City of Doral”.

ARTICLE 2 – MUTUALLY AGREED UPON AMENDMENTS

The City and Tetra Tech mutually agree to the following definitions, terms, and conditions and acknowledge that foregoing shall amend the Broward Agreement:

- a) All references to time periods founds within the Broward Agreement or referenced within the Broward Agreement shall, for the purpose of this Agreement, start on the date this Agreement is fully executed. The term of this Agreement shall be three (3) one year periods, with the option to renew for an additional two one (1) year periods, unless earlier terminated as provided herein, and shall be for a not to exceed amount of \$1,250,000.00;
- b) For the purpose of this Agreement, “Operational and Mobilization Requirements”, located on page 28 of the Broward Agreement, the Contractor shall make the necessary arrangements to mobilize at a 100% within 48 hours of issuance of the Notice to Proceed;
- c) Contractor’s Performance Evaluation Form, located in General Conditions in Section 44 on page 19 of the Broward Agreement, shall not be applicable to this contract;
- d) Provisions referencing a “Living Wage Ordinance,” located on page 53 of the Broward Agreement, shall not apply to this contract; and
- e) Provisions referencing the Domestic Partnership Act, located on page 50 of the Broward Agreement, shall not apply to this contract.

All notices or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

- i. To the City at the following address:
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166
Attention: Edward Rojas, City Manager
- ii. To Tetra Tech at the following address:
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, Florida 32751

Attention: Ms. Betty Kamara, Contracts Administrator

- iii. With a copy to the City Attorney:
Weiss, Serota, Helfman, Cole & Bierman, PL
2525 Ponce De Leon, Suite 700
Miami, FL 33134
Attention: Daniel Espino, City Attorney

Either party may at any time designate a different address by giving notice as provided above to the other party. Such notices shall be given upon receipt by the addressee.

ARTICLE 3 – NEGOTIATED AGREEMENT

This Agreement reflects the negotiation and agreement of the Parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one Party in the absence of such mutual negotiation and agreement.

ARTICLE 4 – INSURANCE

Before commencing performance, Contractor, shall obtain and maintain at its own cost and expense, for the duration of the project, insurance as required on “Exhibit B”.

ARTICLE 5 – MISCELLANEOUS

- a. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.
- b. **Severability.** 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.
- c. **Independent Contractor.** The Consultant 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.

- d. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.
- e. **Waiver.** 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.
- f. **Governing Law.** 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.
- g. **Entire Agreement/Modification/Amendment.** This writing, along with Exhibits, 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. 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.
- h. **Counterparts.** 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.

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

IN WITNESS WHEREOF, Contractor and the City have caused this instrument to be signed by their respective duly authorized, all on the day and year first above written.

CITY OF DORAL

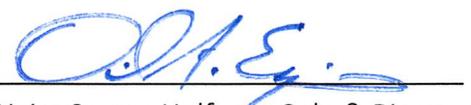
By: 
Edward A. Rojas
City Manager

Attest:



Connie Diaz, CMC
City Clerk

Approved as to form and legality for the use and benefit of the City of Doral only:

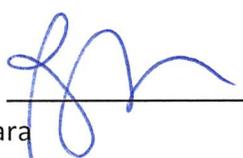


Weiss Serota Helfman Cole & Bierman, PL
City Attorney

TETRA TECH, INC.

By: 

Jonathan Burgiel
Vice President

ATTEST By: 

Betty Kamara
Contracts Administrator

RESOLUTION No. 17-90

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CODE OF ORDINANCES, APPROVING THE PROCUREMENT OF DISASTER DEBRIS MONITORING SERVICES FROM TETRA TECH, INC. IN AN AMOUNT NOT TO EXCEED \$1,250,000.00, VIA THE BROWARD COUNTY CONTRACT NO. T2111235B1; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH TETRA TECH, INC., SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, AND EXPEND FUNDS IN CASE OF AN EMERGENCY ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 15, 2014, the City Council adopted Resolution No. 14-12 approving the adoption of Broward County's publicly advertised disaster debris monitoring services contract with Leidos, Inc. to provide disaster debris monitoring services for the City of Doral for a duration of three years with the option to renew for an additional two one (1) year periods; and

WHEREAS, in August 23, 2014, Tetra Tech, Inc. (Tetra Tech) acquired the assets of BDR Division of Leidos, and officially changed the firm's name to Tetra Tech, Inc.; and

WHEREAS, the first three years of the City's disaster debris monitoring services contract with Leidos, Inc. expired on January 31, 2017, and although the City had two one-year renewal option, it was recommended to adopt the new contract with Broward County as it included new FEMA requirements and lower rates; and

WHEREAS, on September 27, 2016 Broward County awarded the competitively bid disaster debris monitoring services Contract No. T2111235B1 to Tetra Tech; and

WHEREAS, Section 2-322 of the City Code of Ordinances authorizes the City to enter into bids or contracts entered into by other governmental authorities provided that the

governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedure outlined in the City's Procurement Ordinance; and

WHEREAS, pursuant to Section 2-322 of the City Code, staff has recommended that the City enter into an agreement with Tetra Tech, Inc., via Broward County Contract No. T2111235B1, attached hereto as Exhibit "A", which has been entered into competitively to provide disaster debris monitoring services in a not to exceed amount of \$1,250,000 and duration of two (2) years, with the option to renew for an additional three one (1) year periods.

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 part hereof by this reference.

Section 2. Approval. Pursuant to Section 2-322 of the City Code, the procurement of disaster debris monitoring services for the City, via Broward County Contract No. T2111235B1, attached hereto as Exhibit "A", which is incorporated herein and made part hereof by this reference, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, in an amount not to exceed \$1,250,000 is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to negotiate and enter into an agreement with Tetra Tech, Inc., subject to approval by the City Attorney as to form and legal sufficiency, for the procurement specified herein. The City Manager is also authorized to spend funds in furtherance hereof.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

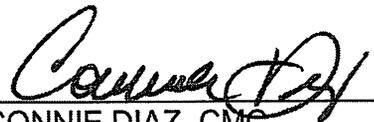
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 10 day of May, 2017.



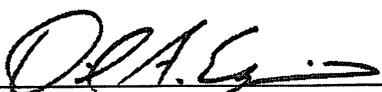
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY