



Edward A. Rojas

City Manager

March 27, 2018

Vincent J. Vento
ATCi Communications, Inc.
1270 NW 165th St
Miami, FL 33169

Ref: Professional Services Agreement between the City of Doral & ATCi Communications, Inc. for CCTV and Door Access for Doral Legacy Park Date: 3/1/2017

Dear Mr. Vento

This letter serves to extend the Contract from Sept 30, 2017 to March 31, 2018. This Contract extension will be under all the same terms, conditions and prices as the original Contract.

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

Sincerely,

Edward A. Rojas
City Manager

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
ATCI COMMUNICATIONS, INC.
FOR
CCTV AND DOOR ACCESS FOR DORAL LEGACY PARK**

THIS AGREEMENT is made between ATCI COMMUNICATIONS, INC., a Florida corporation, (hereinafter the "Contractor"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Contractor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for CCTV and Door Access for Doral Legacy Park (the "Project"); and

WHEREAS, the City desires to engage the Contractor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Contractor shall furnish professional services to the City as set forth in the Scope of Services.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30th, 2017, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Contractor.
- 2.2 Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

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3.1 The Contractor shall be compensated in the following manner:

Progress payments (as set forth in EXHIBIT B attached hereto and made a part hereof) to be made on equipment delivered on site or services rendered based on the construction schedule of the project (as set forth in EXHIBIT A attached hereto and made a part hereof) for PO# 20161478-00 for \$174,831.48. Excludes Change order request from the City.

3.2 The City shall pay Contractor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor 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-contractors.

4.1 The Contractor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for Scope of Services of the Project.

4.2 Any sub-contractors used on the Project must have the prior written approval of the City Manager or his designee.

5. City's Responsibilities.

5.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Contractor, in possession of the City.

5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor (if applicable).

6. Contractor's Responsibilities.

6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this

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Agreement or within one year from the completion of the Project, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Contractor shall at Consultant's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Contractor or Sub Contractor under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Contractor 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, without cause, may terminate this Agreement upon thirty (30) days written notice to the Contractor. The City Manager may immediately terminate this Agreement if is as an alleged, and confirmed by the City Manager in his/her sole discretion, that a Contractor has or may have violated Federal, State, or local laws. In the event that Contractor has failed to perform in accordance with this Agreement or to take reasonable direction by the City Manager in furtherance of this Agreement ("Act of Default"), the City Manager shall provide Contractor with notice of an Act of Default and a fifteen (15) day period within opportunity to cure same. Should Contractor fail to cure an Act of Default with the corresponding cure period for same, the City Manager may terminate this Agreement immediately.

8.2 Upon receipt of the City's written notice of termination, Contractor shall stop work on the Project.

8.3 In the event of termination by the City, the Contractor shall be paid for all work that meets plan specifications up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project 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, subject to receipt of Final payment per 8.3.



9. **Insurance.**

9.1 The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. 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, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and 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 Contractor 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 Contractor's performance or non-performance of any provision of this Agreement including, but not

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limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor 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 Contractor's performance or non-performance of this Agreement. 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 Contractor.

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: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Contractor: Vincent J. Vento
CEO
ATCI Communications Inc.
1270 NW 165th Street
Miami, FL 33169

14. Governing Law.

14.1 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.

15. Entire Agreement/Modification/Amendment.

15.1 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.

15.2 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 Pursuant to Section 119.0701, Florida Statutes, Contractor shall, in addition to other contractual requirement provided bylaw, 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 public agency.

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

16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, have reasonable access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.

16.4 The City may cancel this Agreement for refusal by the Contractor to allow reasonable 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.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, 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.**

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19.1 The Contractor 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. **Compliance with Laws.**

20.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**

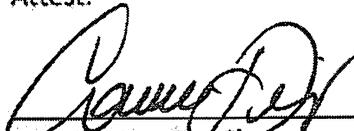
23.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 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.

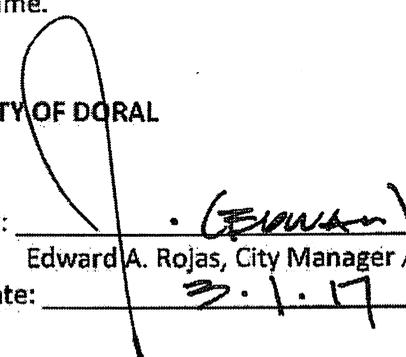
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Contractor by and through its _____, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

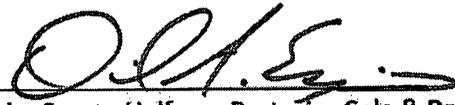
CITY OF DORAL

By: 

Edward A. Rojas, City Manager

Date: 3.1.17

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



Weiss Serota Helfman Pastoriza-Cole & Bensusan, PL
City Attorney *Berman*

ATCI COMMUNICATIONS INC.
("CONTRACTOR")

By: 

Vincent J. Vento
CEO

Date: 02/27/17

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SCOPE OF SERVICES

SEE EXHIBIT "A" ATTACHED

(TIMELINE SUBJECT TO CHANGE BASED ON DELAYS DUE TO WEATHER OR ACTS OF GOD, CITY-DRIVEN/RELATED EVENTS OR EVENTS OUTSIDE THE REASONABLE CONTROL OF CONTRACTOR)

SEE EXHIBIT "B" ATTACHED

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CITY OF DORAL - LEGACY PARK
 A-T-C WORK SCHEDULE
 - EXHIBIT A -

ID	Task Name	Duration	Start	Finish	17	Feb 19, '17	Feb 26, '17	Mar 5, '17	Mar 12, '17	Mar 19, '17	Mar 26, '17
					T W T F S S	T W T F S S	T W T F S S	T W T F S S	T W T F S S	T W T F S S	T W T F S S
1	Doral-Legacy Park-CCTV/Access	233 days	Wed 5/11/16	Fri 3/31/17							
2	Engineering Programming	34 days	Mon 3/27/17	Wed 4/26/17							
3	WiFi Installation	32 days	Tue 12/20/16	Wed 2/1/17							
4	Camera Installation Level 2	4 days	Wed 3/1/17	Mon 3/6/17							
5	Camera Installation Level 1	2 days	Tue 3/17/17	Wed 3/18/17							
6	Access Control Installation Level 2	5 days	Mon 3/13/17	Thu 3/16/17							
7	Access Control Installation Level 1	5 days	Fri 3/17/17	Thu 3/23/17							
8	Head End Terminations	8 days	Wed 3/22/17	Fri 3/31/17							
9	Programming	8 days	Mon 4/3/17	Mon 4/3/17							
10	System Verification/Test and Che 1 day	1 day	Tue 4/4/17	Thu 4/6/17							
11	O&M Turnover	3 days	Tue 4/4/17	Thu 4/6/17							
12	Demobilization	6 days	Mon 4/10/17	Mon 4/17/17							

Project: 1601-Doral Legacy Park
 Date: Mon 2/27/17

Task Summary: [Progress bar]

Subtask Summary: [Progress bar]

Manual Task Summary: [Progress bar]

State-only Summary: [Progress bar]

External tasks Summary: [Progress bar]

Manual Progress Summary: [Progress bar]

Deadline Summary: [Progress bar]

3

CITY OF DORAL - LEGACY PARK
ATCI PAY SCHEDULE
EXHIBIT B

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 27- Feb- 17
PERIOD TO: 28- Feb- 17
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Materials	\$124,085.48	\$79,969.40	\$0.00		\$79,969.40	64.45%	\$44,116.08	
2	General Conditions/ Wire Rough	\$20,000.00		\$20,000.00		\$20,000.00	100.00%	\$0.00	
3	Camera Install and Trim Out	\$10,248.64						\$10,248.64	
4	Access Control Install and Trim Out	\$10,248.64						\$10,248.64	
5	Programming and Turnover	\$10,248.72						\$10,248.72	
GRAND TOTALS		\$174,831.48	\$79,969.40	\$20,000.00	\$0.00	\$99,969.40	64%	\$74,862.08	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RESOLUTION No. 16-96

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID # 2016-06 "CCTV AND DOOR ACCESS SYSTEMS FOR DORAL LEGACY PARK" TO ATCi COMMUNICATIONS INC; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT AND EXPEND BUDGETED FUNDS FOR THE PROVISION OF CCTV AND DOOR ACCESS SYSTEMS SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued an Invitation to Bid #2016-06 for "CCTV & Door Access Systems at Doral Legacy Park" (the "ITB"), and the City of Doral received two (2) submittals by the April 28, 2016 deadline, with the firm meeting the required criteria; and

WHEREAS, upon review of the submittals, ATCi Communications, Inc. was found to be the lowest most responsible and responsive bidder; and

WHEREAS, staff recommends that the City Council accept the ranking of the firm as specified herein and authorize the City Manager to negotiate and enter into an agreement with ATCi Communications, Inc. for the provision of CCTV & Door Access Systems at Doral Legacy Park, installation and implementation services payable from the IT Department's Capital Outlay Account; and

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. Award. Invitation to Bid #2016-06 for "CCTV & Door Access Systems at Doral Legacy Park is hereby awarded to ATCi Communications, Inc. The

foregoing does not vest any contractual rights on ATCi Communications, Inc. without entering into an agreement with the City.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and with ATCi Communications, Inc., as the top ranked firm, and enter into an agreement, subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of CCTV & Door Access Systems at Doral Legacy Park, installation and implementation services and expend budgeted funds in furtherance payable from the IT Department's Capital Outlay Account.

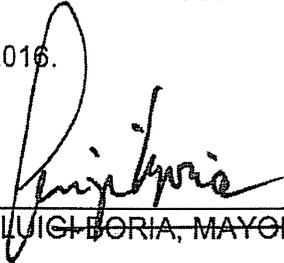
Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 11 day of May, 2016.



LUIGI BORIA, 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