

RESOLUTION No.16-76

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2015-43 “RIGHT-OF-WAY MAINTENANCE SERVICES” TO SFM SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH SFM SERVICES, INC., SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, FOR THE PROVISION OF LANDSCAPE RIGHT-OF-WAY MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$2,123,340.77; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to ITB # 2015-43 titled “Right-of-Way Maintenance Services” (the “ITB”), the City of Doral (the “City”) received two (2) bids by the December 28, 2015, 11:00am deadline; and

WHEREAS, upon review of the bids, it was determined that SFM Services, Inc. (“SFM”) was the lowest, most responsive and responsible bidder; and

WHEREAS, staff has recommended that the City Council award the ITB to SFM and authorize the City Manager to negotiate and enter into an agreement with SFM Services, Inc. for the provision of landscape Right-of-Way Maintenance Services in an amount not to exceed \$2,123,340.77.

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. Award. The ITB for Right-of-Way Maintenance Services is hereby awarded to SFM, subject to entering into an agreement with the City for the provision of services. This award does not create and/or confer any rights on SFM.

Section 3. Authorization. The City Manager is hereby authorized to enter into Agreement between the City of Doral and SFM Services, Inc. for the provision of landscape Right-of-Way Maintenance Services, in substantially the form provided in Exhibit "A", which is incorporated herein and made a part hereof, subject to approval by the City Attorney as to form and legal sufficiency, in accordance with the terms of SFM's bid and such other terms and conditions deemed to be in the best interest of the City, in an amount not to exceed \$2,123,340.77, which includes a 10% contingency for unforeseen conditions. The City Manager is authorized to execute the agreement and expend budgeted funds in furtherance hereof.

Section 3. 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 4. 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	Absent/Excused
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 13 day of April, 2016.




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”

NOTICE OF AWARD

TO: SFM Services, Inc.
9700 NW 79th Avenue
Hialeah Gardens, FL 33016

PROJECT DESCRIPTION: City of Doral **RIGHT-OF-WAY MAINTENANCE SERVICES**, Project **ITB #2015-43** in accordance with Contract Documents as prepared by the City

and

The CITY has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the **Right-of-Way Maintenance Services**, Contract Bid **ITB #2015-43**, in the not to exceed amount of \$_____.

(_____)
(Written Amount)

You are required by the Instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to, revoke the award and retain the Bid Security.

BY: _____

TITLE: CITY MANAGER

Dated this _____ day of _____, 20__.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 20__

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the CITY.

END OF SECTION

AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 20____, by and between **SFM Services, Inc.** Party of the First Part, and The City of Doral, Party of the Second Part:

WITNESETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as fully contained here:

Advertisements for Bids

Instruction to BIDDERS

Bid Form

Certificate of Authority

Award Preference for Identical Tie Bids

Bid Bond

Bidder Qualification Statement

Non-Collusion Affidavit

Public Entity Crimes

Notice of Award

Agreement

Notice to Proceed

Payment Bond

Performance Bond

OSHA Acknowledgment

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

Two million one hundred twenty three thousand three hundred forty dollars and seventy seven cents.

(Written Dollar Amount)

\$2,123,340.77

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
7. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:

BY:

NAME:

TITLE:

OWNER: City of Doral

BY:

NAME:

TITLE:

AUTHENTICATION:

BY:

NAME:

TITLE:

City Clerk

APPROVED AS TO FORM:

BY:

NAME:

TITLE:

CITY ATTORNEY

END OF SECTION

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT DESCRIPTION: **RIGHT-OF-WAY MAINTENANCE SERVICES**, in accordance with Contract Documents as prepared by The City of Doral.

You are hereby notified to commence Work in accordance with the Agreement dated _____,
on or before _____, and work is to be performed for a period of two years at
the frequency in the bid form.

This contract shall run for a period of two (2) years with an option to renew for an additional two one (1)
year terms, at the discretion of the City, with both parties being in total and full agreement.

City of Doral

BY: _____

Edward Rojas

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ day of _____, 20__

BY: _____

TITLE: _____

END OF SECTION