



Edward A. Rojas

City Manager

March 27, 2018

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

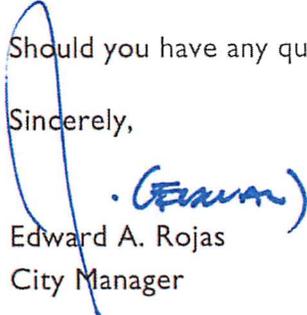
Ref: Professional Services Agreement between the City of Doral & ATCi Communications, Inc. for CCTV and for Police Department Substation. Date: 11/13/2017

Dear Mr. Vento

This letter serves to extend the Contract from December 31, 2017 to June 30, 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 FOR POLICE DEPARTMENT SUBSTATION**

THIS AGREEMENT, dated as of the 28 day of September, 2017, 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 for Police Department Substation located at 3719 NW 97th Avenue(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 December 31, 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.

- 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# 20172281-00 for \$50,361.31. 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. **SubContractors.**

4.1 The Contractor shall be responsible for all payments to any sub-Contractors and shall maintain responsibility for all work related to 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

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 Contractors 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 of 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 accepted by the City Manager 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 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 the 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.**

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.**

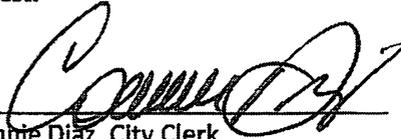
23.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than 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.

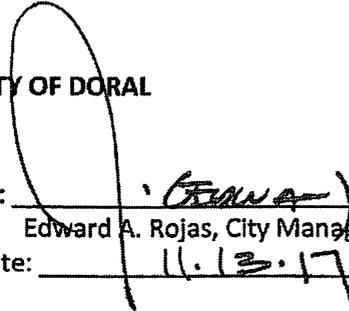
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Contractor and through its representative, who has been duly authorized to execute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

Attest:



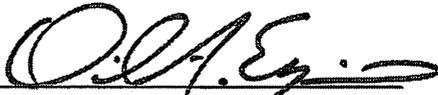
Connie Diaz, City Clerk

CITY OF DORAL

By: 

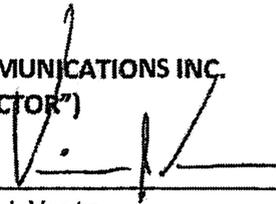
Edward A. Rojas, City Manager
Date: 11.13.17

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



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

ATCI COMMUNICATIONS INC.
("CONTRACTOR")

By: 

Vincent J. Vento
CEO
Date: 10/26/2017

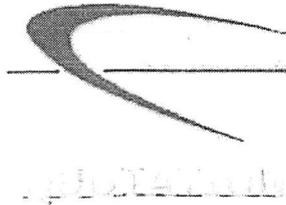
SCOPE OF SERVICES

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

ATCI Communications, Inc.
 1270 NW 165th Street
 Miami, FL 33169
 '05-620-0062 Office
 305-620-0099 Fax



Date Aug 29, 2017

Quote Expires
 10/28/2017

Quote Number
 ATCQ3839

SOLD TO	SITE ADDRESS / SHIP TO	Contact
City of Doral ITB#2017-27 8401 NW 53rd Terrace City of Doral, Florida 33166 USA Phone Fax	City of Doral ITB#2017-27 8401 NW 53rd Terrace City of Doral, Florida 33166 USA Phone Fax	305-620-0062 Office 305-785-9687 Mobile mmoreno@atcsystems.com Project ATCI will supply and install the following components according to the bid documents provided.
Terms	P.O. Number	Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1		City of Doral- Police Department Substation- ITB 2017-27		
2		New Camera Requirements		
3	20	New Channel Licenses for cameras on Enterprise Env.	\$182.60	\$3,652.00
4	20	3 Year SUSP for camera Licenses	\$69.87	\$1,397.40
5	5	Axis 180 Degree Camera	\$2,373.91	\$11,869.55
6	7	Axis P3367V/VE- 5 MP Day/Night Vandal Res.	\$1,100.40	\$7,702.80
7	14	Pendant Kit	\$53.55	\$749.70
8	14	Wall Mount Kit	\$42.70	\$597.80
9	7	Axis P3367V- 5 MP Day/Night Vandal Res.	\$877.68	\$6,143.76
10	80	Labor Installation Services- Cabling Infrastructure	\$79.00	\$6,320.00
11	60	Labor Installation Services- Camera Trim out	\$79.00	\$4,740.00
12	15	Labor Installation Services- Programming of cameras and recording settings	\$79.00	\$1,185.00
13	15	Labor- Project Management	\$95.00	\$1,425.00
14		Switches, Racks, workstations, Server, cabling by City per pre bid docs		
15		SubTotal		\$45,783.01

Continued On Next Page ...

I accept the terms and conditions of this quotation.

STANDARD TERMS: 50% DEPOSIT ON SIGNED AGREEMENT, BALANCE DUE UPON COMPLETION OF INSTALLATION. 1.5% Finance Charge on all invoices over 30 days.

Signed: _____

Name: _____ Title: _____

Date: _____

Line	Qty	Description	Unit Price	Ext. Price
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Please note:

Switch Equipment, Servers, NEMA Enclosures by City.

SubTotal	\$45,783.01
Tax	\$0.00
Shipping	\$0.00
Total	\$45,783.01

I accept the terms and conditions of this quotation.

STANDARD TERMS: 50% DEPOSIT ON SIGNED AGREEMENT, BALANCE DUE UPON COMPLETION OF INSTALLATION | 1.75% Finance Charge on all invoices over 30 days.

Signed: _____

Name: _____ Title: _____

Date: _____

Charles Fistel

Subject: FW: 171017-OUT-RE: PD Station Walkthrough

From: Nate Dorr
Sent: Thursday, October 26, 2017 5:07 PM
To: Charles Fistel <CFistel@ATCSysytems.com>
Subject: FW: 171017-OUT-RE: PD Station Walkthrough

Per our discussion.

Please see the comments below regarding ATCi utilizing the contingency budget to accommodate the Fiber Optic cable run that was missing.

Please let me know if you have any questions.

Kind regards,



Nathaniel "Nate" Dorr
Project Manager
ATCi Communications Inc.
1270 NW 165th. St.
Miami, FL. 33169
(305) 620-0062 Ext. 126
(910) 305-8313 Mobile
ndorr@atcsystems.com

PER NATE :
ORIGINAL WORK : 45783.01
ADD'L FIBER WORK: 4578.30
(FROM CONTINGENCY)
TOTAL ~~4~~ 50361.31

From: Miguel Urrutia (IT) [<mailto:Miguel.Urrutia@cityofdoral.com>]
Sent: Wednesday, October 18, 2017 7:38 PM
To: Nate Dorr <NDorr@ATCSysytems.com>
Cc: Tim Moreno <tjmoreno@ATCSysytems.com>; Gladys Gonzalez (IT) <Gladys.Gonzalez@cityofdoral.com>; Charles Fistel <CFistel@ATCSysytems.com>; Maria Garcia (IT) <Maria.Garcia@cityofdoral.com>; Carlos De La Uz <carlos.delauz@doralpd.com>; Aurelio Del Valle (IT) <Aurelio.DelValle@cityofdoral.com>
Subject: Re: 171017-OUT-RE: PD Station Walkthrough

Good evening Nate,

Thank you for your feedback, I agree the facility is coming along nice.

In regards to your questions:

Based upon your comments below am I to assume that the middle pole, secure side of the parking lot is the location where you are requesting us to install? **YES**

Additionally, please advise as to the camera allocation re: 180 degree FOV VS. the ITB.

I have a set of permitted plans that I can share with you please let me know if you may pass by City hall to pick up a copy and discuss further.

Thank you,

Miguel Urrutia
Assistant Director of
Information Technology

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
T (305) 593-6725 ext. 1704
Miguel.Urrutia@cityofdoral.com
www.cityofdoral.com

Sent from my iPhone ☑ please forgive the typos.

On Oct 18, 2017, at 6:01 PM, Nate Dorr <NDorr@ATCSystems.com> wrote:

Miguel, good evening. My thanks to you and your team on the coordination, it is much appreciated.

The facility looks really nice, my compliments to those involved with this build.

I have a couple of questions regarding camera allocation as well as specific location for the fiber optic installation.

I will be finalizing the SOV as well as the Schedule and the Change Order for the Fiber run this evening.

If you have any questions, please don't hesitate to contact me.

Kindest of regards,

<image001.jpg>
Nathaniel "Nate" Dorr
Project Manager
ATCi Communications Inc.
1270 NW 165th. St.
Miami, FL. 33169
(305) 620-0062 Ext. 126
(910) 305-8313 Mobile
ndorr@atcsystems.com

From: Miguel Urrutia (IT) [mailto:Miguel.Urrutia@cityofdoral.com]
Sent: Wednesday, October 18, 2017 4:58 PM
To: Nate Dorr <NDorr@ATCSysytems.com>
Cc: Tim Moreno <timoreno@ATCSysytems.com>; Gladys Gonzalez (IT) <Gladys.Gonzalez@cityofdoral.com>; Charles Fistel <CFistel@ATCSysytems.com>; Maria Garcia (IT) <Maria.Garcia@cityofdoral.com>; Carlos De La Uz <carlos.delauz@doralpd.com>; Aurelio Del Valle (IT) <Aurelio.DelValle@cityofdoral.com>
Subject: Re: 171017-OUT-RE: PD Station Walkthrough

Nate,

I'm glad everything went well in the walkthrough today with Carlos De La Uz.

Please disregard Carlos comment regarding the fiber run we still need ATCi to run the fiber in addition to what was awarded. Kindly create a change order and add the cost to the final invoice.

As for the following

Enclosures being ordered
Switches arrived
Power to pole will be completed next week by MCM.

Let me know if you have further questions.

Thank you,

Miguel Urrutia
*Assistant Director of
Information Technology*

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
T (305) 593-6725 ext. 1704
Miguel.Urrutia@cityofdoral.com
www.cityofdoral.com

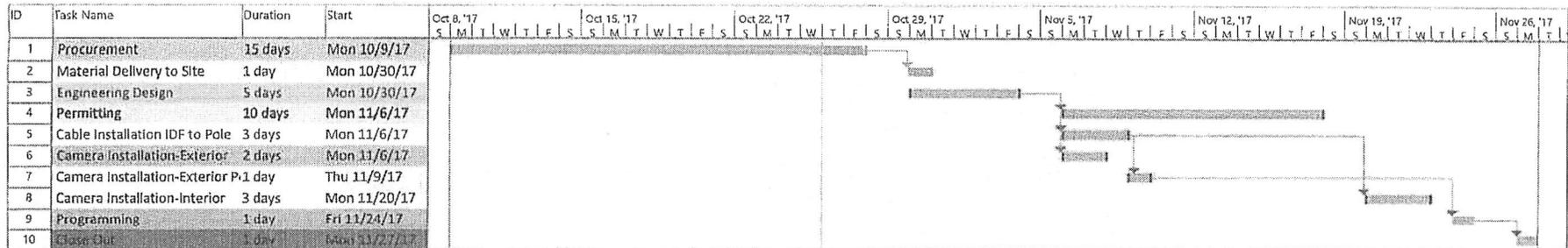
Sent from my iPhone ☒ please forgive the typos.

City of Doral Purchase Order Terms and Conditions

This purchase order constitutes an offer to purchase and not an acceptance of any offer to sell. This offer for goods and/or services may be accepted only in accordance with all terms and conditions of this order without modification, addition, deletion or alteration.

1. **Acceptance:** In absence of written acceptance or the written confirmation by Vendor, the commencement of any work pursuant to this order or the delivery of any goods and/or performance of services described herein shall be deemed an acceptance hereof by Vendor.
2. **Identification:** All shipping containers, shipped documents and invoices must be labeled with the purchase order number, job name and "Shipped to" information without exception. Every shipment must be accompanied by legible packing list or tally containing complete information.
3. **Taxes:** Federal Excise and other taxes on which exemption is allowed government agencies, must not be included or added to the price of any item on this order unless otherwise authorized on the face of this purchase order. Necessary exemption certificates will be supplied upon request. If more than what is contained on the face of the purchase order is needed. Any taxes later found to have been included and paid by City shall be refunded by Vendor in the amount of the tax so paid.
4. **Prices:** If prices decline before receipt of shipment, the revised prices shall govern. Otherwise, invoices shall be approved for payment only at the prices of quotations agreed upon or prevailing at the time the order was placed, unless City is notified immediately upon receipt of the purchase order and prior to shipment or any increase in price, whereupon City shall have the right and privilege to cancel the order.
5. **Production and Manufacturing Processes:** Any knowledge or information which Vendor may disclose to City in connection herewith, shall not, unless otherwise specifically agreed to in writing by City, be deemed confidential or proprietary information and shall be acquired free of any such restrictions (other than a claim for City's infringement of Vendor's patents) as part of the consideration for this order.
6. **Drawing Approval:** Items requiring City's approval of drawings shall not be shipped or invoiced without such approval. Any expense incurred by City through Vendor's failure to comply herewith shall be charged to Vendor's account.
7. **Packing and Freight:** A. No charge will be allowed for packing and freight unless agreed upon in writing, prior to acceptance of the order. B. Materials must be packed in conformity with tariff or classification requirements so as to secure the lowest possible freight rates. C. City shall receive the benefit of any decrease in freight rates between the time of quotation and the date of shipment in all cases where freight is part of the quoted price. D. Vendor shall not make partial shipments or deviate from the shipping and routing instructions hereon without prior authorization from the City, and Vendor agrees to reimburse City for any additional expenses incurred from Vendor's breach thereof.
8. **Delivery:** Delivery shall not be made to any place other than the destination specified without City's prior written approval. If delivery cannot be made within the time specified, advise the Purchasing Division immediately, (305) 583-8726.
9. **Special Payment:** No C.O.D. shipments will be accepted.
10. **Rejections/Reimbursements:** If, within a reasonable time after delivery, City finds goods ordered hereunder to be defective in workmanship or material, or otherwise not in conformity herewith, City may, in addition to its other rights, reject and return such goods at Vendor's expense and such goods may not be replaced by Vendor without written authorization from City.
11. **Time of Essence:** Time is the essence of this contract, and if Vendor shall fail to deliver the materials or services at the time specified herein, City upon written notice to the Vendor, mailed to the address on this order, will have the right to procure materials or services elsewhere and the Vendor hereby agrees to pay any additional charge, cost or penalty that City may incur thereby. Because time is the essence of this contract, City also reserves the right to cancel this order without penalty if shipments are not made as specified herein. City further reserves the right to cancel a portion or all of this order for any reason and upon such cancellation shall pay Vendor's reasonable costs incurred.
12. **Indemnity:** Vendor shall indemnify and save City, its agents and employees harmless, and defend any suit and pay any judgment and expenses or actual settlement of any suit or proceeding brought against City, its employees or agents arising from its purchase and/or use of the goods and services covered by this purchase order, and Vendor shall hold City, its agents and employees harmless from all liability and litigation expenses based upon alleged infringement or any patent except for the specific designs or specifications of City.
13. **Warranty:** For a minimum of one (1) year after delivery to City, Vendor warrants that the goods furnished hereunder shall conform to the requirements and specifications of this order and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended. Disclaimers of express or implied warranties and limitations of liability from or in connection with Seller's products ordered hereby will be of no effect unless assented to in writing by City.
14. **Assignment:** Vendor cannot assign or subcontract any part of this order without prior written consent of City.
15. **Non-Weiver:** City's failure to insist upon strict performance of the terms and conditions hereof shall not be construed as a waiver of the right to rely thereon in the future.
16. **Entire Agreement:** This purchase order and the request for bid or quotation, if any, expresses the entire agreement between the Vendor to rely thereon in the future.
17. **Terms of Agreement:** The terms of this agreement shall be contained in accordance with the laws of the state of Florida and amended only in the federal or state courts located in Miami-Dade County, Florida.
18. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, City of Doral Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, City of Doral Code.
19. If items purchased are classified as toxic or hazardous substances under Chapter 403, Florida Statutes, Vendor must submit copies of the Material Safety Data Sheet (MSDS) for each substance to the City of Doral, Purchasing Division, 8401 NW 58 Terrace, Doral, Florida 33166 and to the delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is effected.

-EXHIBIT A-



Project: 171026-Doral PD Sub S Date: Thu 10/26/17	Task		Inactive Task	Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone	Manual Summary		Deadline			
	Milestone		Inactive Summary	Start-only		Critical			
	Summary		Manual Task		Finish-only		Critical Split		
	Project Summary		Duration-only		External Tasks		Progress		

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Doral PROJECT: Doral PB Substation-CCTV

AIA DOCUMENT G702

PAGE ONE OF PAGES

APPLICATION NO: 1

Distribution to:

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- EXHIBIT B-1 of 2 -

PERIOD TO: November 15th 2017

FROM CONTRACTOR:
ATCj Communications

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR: CCTV Installation and Programming

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>45,783.00</u>
2. Net change by Change Orders	\$	<u>4,578.31</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>50,361.31</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>32,113.00</u>
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	<u>\$0.00</u>
b. % of Stored Material (Column F on G703)	\$	<u>Included in above</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>32,113.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	<u>32,113.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>18,248.31</u>

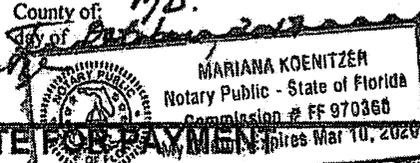
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$4,578.31	
TOTALS	\$4,578.31	\$0.00
NET CHANGES by Change Order	\$4,578.31	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 26 OCT. 2017

State of: FL County of: MD.
Subscribed and sworn to before me this 26 day of October
Notary Public: Mariana Koenitzer
My Commission expires: Mar 10, 2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RESOLUTION No.17-159

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED INVITATION TO BID #2017-27, "CCTV FOR THE POLICE SUBSTATION," TO ATCi COMMUNICATIONS, INC., AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ATCi COMMUNICATIONS, INC., SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR CCTV FOR THE POLICE SUBSTATION AND IMPLEMENTATION, IN AN AMOUNT OF \$45,783.01 WITH AN ADDITIONAL 10% CONTINGENCY FOR ANY UNFORESEEN CIRCUMSTANCES, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$50,361.31 AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Invitation to Bid 2017-27 on August 7, 2017 for the purpose of constructing the License Plate Reader Infrastructure; and

WHEREAS, as a result of the advertisement on the City's Website and DemandStar, one (1) firm attended the pre-bid meeting held on August 15, 2017 and three (3) submittals were received and opened on August 29, 2017 deadline; and

WHEREAS, ATCI Communications, Inc., was determined to be the lowest, most responsible and responsive bidder; and

WHEREAS, staff has recommended that the City Council authorize the City Manager to enter into an Agreement with ATCI Communications, Inc., for the purpose of implementing the CCTV cameras, software, and accessories at a cost of \$45,783.01 with an additional 10% contingency for any unforeseen circumstances for a total of \$50,361.31; and

WHEREAS, staff is requesting authorization to use the established base unit pricing for the implementation of implementing the CCTV cameras, software, and accessories.

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. The ITB is hereby awarded to ATCI Communications, Inc., for the purpose of implementing the CCTV cameras, software, and accessories, pursuant to its bid. This award, in and of itself, absent an agreement with the City, does not vest any rights on ATCI Communications, Inc.,

Section 3. Authorization. The City Manager is hereby authorized to enter into an Agreement for the purpose of implementing the CCTV cameras, software, and accessories at a cost of \$45,783.01 with an additional 10% contingency for any unforeseen circumstances for a total of \$50,361.311, with funding available from account #001.22005.500652. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and 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 Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 27 day of September, 2017.



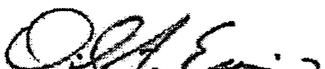
JUAN CARLOS BERMUDEZ, MAYOR

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