



PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

PROCUREMENT MANAGEMENT DIVISION

Requesting Department: NMB WATER
Primary Contact Name: Jafeth Baez, P.E., MSCE
Primary Contact E-mail: jafeth.baez@citynmb.com
Secondary Contact Name: Ashanti Honer
Secondary Contact E-mail: Ashanti.honer@citynmb.com
Department Phone: 305-948-2983
Department Fax: _____

Company Name: Envirowaste
Contact Name: Julio Fojon
Company Address: 18001 Old Cutler Rd #554
Miami, FL 33157
Company Phone: 305-637-9665
Company Fax: _____
Company E-mail: eddy.barba@envirowastesg.com
Vendor Registration #: 515464

Piggyback Contract Details

- 1. Contract Title: Water & Wastewater Pipe Break Repair, Lining, and Rehabilitation
a. Awarding Agency Bal Harbour b. Solicitation # RFP - 2019-2
c. Solicitation included? Yes Awarded Letter included? Yes Proposal/Quote from Company included? Yes
2. Description of the Scope of Service of This Contract: Emergency Repairs of Water and Waste Water Systems
3. Total Value of Contract: \$ 600,000
4. Account Number(s): FY 2021 410900-533466 FY _____

Contract Verification Information

- 5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes No
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor or create a specific vendor as sole source provider for the related items? Yes No
7. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase? Yes No
If yes, please attach a draft maintenance plan which includes cost estimates and funding sources(s).

Required Documents Checklist

- Contract Explanation Memo Solicitation Award Letter Proposal/Quote
Renewal Letter Risk Manager Approved Insurance Certificate Vendor Registration Form

Grant Information (only applicable if grant related purchase)

- 11. Provide details (expiration dates, special requirements, etc). _____
12. Will this require matching funds? Yes No
13. Grant source? _____ Grant (dollar) amount? _____
14. Complete an advanced search of the vendor recommended for award on the federal governments system for Award Management at www.sam.gov. Attach a copy of the results.

Approved

Date

Ashanti Honer

12/3/2020

Form Prepared By:

Dept. Head:

Joseph Boes

12/4/2020

HR Director:
(Employee/ Risk Only)

IT Manager:
(Technology Only)

Finance Director:

Chief Procurement Officer:
(Purchases/Contract up to \$25,000.00)

City Manager:
(Purchases/Contracts up to \$50,000.00)

Purchases/Contracts exceeding \$50,000.00 will be placed on the next Commission Agenda pending Procurement review

3-4.3 Use of Other Governmental Entities' Contracts

Subject to the spending limitations in Section 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City are comparable to solicitation procedures substantially equivalent to the requirements of the North Miami Beach Purchasing Code, the Purchasing Agent may procure, without following formal contract procedure, all supplies, materials, equipment and contractual services which are the subject of contracts with the State of Florida, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof; provided, however, that this section shall apply only if (i) the supplies, materials, equipment or contractual services are the subject of a price schedule negotiated by the State of Florida or the United States government, or (ii) the supplies, materials, equipment or contractual services are the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference.



PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

TO: Esmond K. Scott
City Manager

VIA: Donna Rockfeld, CPPB
Chief Procurement Officer

FROM: Jafeth Baez, P.E., MSCE *JBA*
Name
Director of NMB Water
Title/Department

DATE: 12/3/2020

RE: Water and Waste Water system repair

Fiscal Amount not to Exceed: \$ 600,000

Vendor # 515464

Purpose (How does it align with City NMB Strategic Plan?):

The purpose of this purchase is to establish an emergency repairs for wastewater collection system to continue operation for our wastewater linear assets. This purchase aligns with the City Strategic Plan by following the goals of being a financially sound City Government

Background:

On August 4, 2020, the Mayor and the City Comm. made the decision to terminate the Operation and Maintenance Contract with Jacobs. To continue operation & maintenance of the Utility and assure a smooth transition, it is necessary to secure an emergency repair contract which includes sewer point repair, sewer pipe replacement (could be preventative), sewer pipe lining, water main repairs, water main replacement (could be preventative), MOT set up, and restoration of work performed by the vendor.

Recommendation:

The cost of this service prior to Jacobs contract (FY15&FY17) fluctuated between \$250K to \$425K; therefore, based on past experience and to minimize liabilities arising from any emergencies, we are recommending approval of this service for the remaining total contract value of \$600K which will expires in May 2022.

Fiscal Impact / Account Number(s):

410900-533466

Contact Person(s):

Jafeth Baez, P.E., MSCE, NMB Water Director, 305-948-2983; Ashanti Honer, Dist. & WW Collection Mgr

BAL HARBOUR

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN BAL HARBOUR VILLAGE
AND
ENVIROWASTE SERVICES, INC.
FOR**

**THE PROVISION OF WATER PIPE BREAK REPAIR, CURED-IN PLACE LINING FOR
SANITARY SEWER AND STORM WATER DRAINAGE PIPE; AND REHABILITATION OF
SANITARY SEWER AND STORM WATER MANHOLES**

This Professional Services Agreement ("Agreement") is entered into this _____ day of _____, 2019 ("effective date"), between **BAL HARBOUR VILLAGE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 655 96 Street Bal Harbour Village, Florida, 33154 ("Village"), and **ENVIROWASTE SERVICES GROUP, INC.**, whose address 18001 Old Cutler Road, Palmetto Bay, FL, Suite 554 ("Consultant").

WHEREAS, on March 1, 2019, the Village issued Request for Proposals No. 2019-02 for qualified service providers for the routine and emergency repairs for water, sanitary sewer, and stormwater pipe; Cured-In-Place lining for sanitary sewer and stormwater pipes; and rehabilitation of sanitary sewer manholes and stormwater manholes ("RFP"); and

WHEREAS, the Village Engineer has determined that the proposal received from EnviroWaste Services Group, Inc. was deemed to have provided the lowest responsive and responsible bid for the services requested; and

WHEREAS, on May 21st, 2019 the Village Council approved the award of the RFP to Consultant, whose bid is in the best interest of the Village; and

WHEREAS, the Village desires to contract with Consultant for the provision of services as provided for in the RFP ("Services").

SECTION 1 **DEFINITIONS**

Agreement: This Agreement between the Village and Consultant, including any exhibits and amendments thereto, RFP 2019-02, and Consultant's Response.

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Village Manager:	The chief administrative officer of the Village.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the Village.
Services:	All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Consultant as compensation for Services.

SECTION 2 **SCOPE OF SERVICES**

2.1 The purpose of this Agreement is to provide Services for the Village's Parks & Public Spaces Department, Recreation Division. In consideration of the Fee to be paid to Consultant by the Village, Consultant shall provide the work and services described in Exhibit "A" hereto (the Services). Consultant agrees and acknowledges that Consultant did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP in any of Consultant's Services pursuant to this Agreement. The provisions, requirements and terms of the RFP No 2019-02, are hereby ratified and confirmed and are incorporated herein by this reference. Consultant shall comply with each and every provision of the RFP.

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the terms outlined in the RFP.

SECTION 3 **TERM**

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall have a period of three years starting from the effective date. ("the Term").

Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in the RFP. This Agreement is subject to three (3) one (1) year renewals. The Village shall provide 60 days' notice of its intent to renew the Agreement.

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SECTION 4

FEE

4.1 AMOUNT OF PAYMENT In consideration of the Services to be provided, Consultant shall be compensated in an amount that shall not exceed the budgeted amount for the Services during the applicable Fiscal Year, or the statutory limitations of 255.20, Florida Statutes.

4.2 INVOICING

Upon receipt of an invoice deemed acceptable and approved by the Village, payment(s) shall be made within thirty (30) days for the Services.

Invoices shall include a detailed description of the Services provided, and shall be submitted to the Village at the following address:

John Oldenburg
Bal Harbour Village
Parks & Public Spaces Department
655 96 Street
Bal Harbour, FL 33154
(305) 993-7436

SECTION 5 TERMINATION

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the Village, through its Village Manager, shall thereupon have the right to terminate this Agreement for cause. The Village shall also have the right to terminate for all reasons set forth in Section 15.3 of the General Conditions or for any other applicable cause set forth in the RFP. Prior to exercising its option to terminate for cause, the Village shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant twenty four (24) hours to cure such default. If such default remains uncured after twenty four (24) hours, the Village may terminate this Agreement without further notice to Consultant.

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Upon termination, the Village shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Village for damages sustained by the Village by any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the Village's right and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE VILLAGE

The Village may also, through its Village manager, and for its convenience and without cause, terminate the agreement at any time during the term by giving written notice to consultant of such termination; which shall become effective within thirty (30) days following receipt by the consultant of such notice. If the agreement is terminated for convenience by the Village, consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this agreement.

SECTION 6

INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Bal Harbour Village and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Consultant for

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performance of the Services under this Agreement is the specific consideration from the Village to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance with the Village added as an Additional Insured:

1. Consultant General Liability, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
3. Automobile Liability, in the amount of \$1,000,000 combined single limit per accident

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "A" as to management and not less than "Class VII" as to strength by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the Village at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

Original certificates of insurance must be submitted to the Village Manager or designee for approval (prior to any work and/or services commencing) and will be kept on file in the office of the Village Manager or designee. The Village shall have the right to obtain from the Consultant copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

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The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the Village Manager or designee.

SECTION 7 **LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the Village expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8 **LIMITATION OF VILLAGE'S LIABILITY**

Nothing contained in this section or elsewhere in this Agreement is in any way intended to prohibit the statutory waiver of sovereign immunity for liability for torts under Section 768.28, Florida Statutes.

SECTION 9 **GENERAL PROVISIONS**

9.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM - 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the Village Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the Village Manager, and/or such representatives as the Village Manager may deem to act on the Village's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

9.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING

655 96TH STREET | BAL HARBOUR, FL 33154 | 305 - 866 - 4633

EnviroWaste Services Group Agreement Utility Lining Services 2019 6

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Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the Village Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

9.3 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the Village Manager.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

9.5 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the Bal Harbour Village Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

9.6 WARRANTIES

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all

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professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

The Consultant shall be responsible for technical deficiency in the (Service deliverable; i.e. study, design, etc.) due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

SECTION 10 **NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the Village listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: Envirowaste Services Group, Inc.
4 S.E. 1st Street, 2nd Floor
Miami, FL 33131
Attn: Eddy Barba

TO VILLAGE: John Oldenburg
Bal Harbour Village
Parks & Public Spaces Department
655 96 Street
Bal Harbour Village, FL 33154

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

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Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

SECTION 11 **MISCELLANEOUS PROVISIONS**

11.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.3 ANTI-DISCRIMINATION.

Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Village Code of Ordinances.

11.4 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- 11.4.1 Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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- 11.4.2 Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.4.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- 11.4.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- 11.4.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 11.4.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

11.5 NON-EXCLUSIVITY

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third party Consultants or assign responsibilities to an employee of the

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Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

11.6 CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

11.7 WAIVER

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

11.8 FORCE MAJEURE

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

11.9 SURVIVAL OF TERMS

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

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11.10 AMENDMENTS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.11 ENTIRETY OF AGREEMENT; ORDER OF INTERPRETATION

The Village and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement. In the event of inconsistency between the provision of the solicitation and the resulting Agreement, the order of interpretation shall be: (a) This Agreement (b) The RFP (c) Consultant's Response including any attachments or amendments thereto (c) Scope of Services.

11.12 SCRUTINIZED COMPANIES LIST

- 11.12.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 11.12.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or

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Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

11.12.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.12.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

11.13 Compliance with Applicable Law.

All Services hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Village. Consultant shall at all times protect Village's property from all damage and shall repair or replace any damaged property as required by Village.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR VILLAGE:

BAL HARBOUR VILLAGE, FLORIDA

ATTEST:

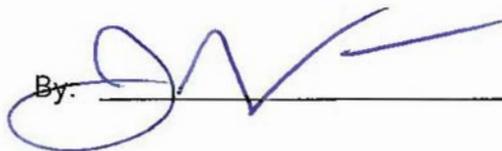
By: _____
Village Clerk

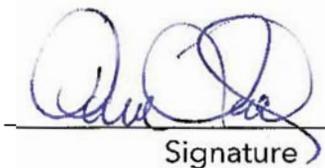
By:  _____
Village Manager

FOR CONSULTANT:

ENVIROWASTE SERVICES GROUP, INC.

ATTEST:

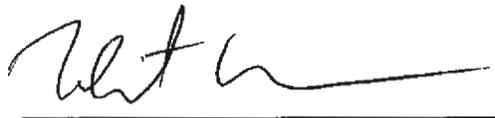
By:  _____

By:  _____
Signature

Julio Foxon President
Print Name / Title

PAUL QUENTEL, CEO
Print Name / Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

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EXHIBIT "A" SCOPE OF SERVICES-RFP 2019-02

SECTION 01010

PART 1 - GENERAL

SUMMARY OF WORK

1.1 DESCRIPTION

- A. This section includes general descriptions of the CONTRACTOR use of site, location of work, description of work, work sequence, VILLAGE occupancy, and work by others.

1.2 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01012 – Measurement and Payment
- C. Section 01505 – Control of Work
- D. Other Sections as applicable.

1.3 REFERENCES (NOT USED)

1.4 CONTRACTOR USE OF SITE

- A. The CONTRACTOR shall limit his area of work to remain within those properties as approved in writing by the VILLAGE.

1.5 LOCATION OF WORK

- A. The Work shall be located within the Bal Harbour Village.

1.6 DESCRIPTION OF WORK

- A. The work to be performed under this Contract includes, constructing the work described below and all related appurtenances. The Work includes, but is not limited to, the following:
 - 1. Group-1: Water, Sanitary Sewer, and Stormwater Pipe Repairs
 - a. CONTRACTOR shall provide all supervision, labor, equipment, materials, rental of equipment and supplies, for routine pipe replacement and/or to repair and replace existing pipes that was cracked or broken by a blow-out. It may also include repairs and replacement of other VILLAGE owned utilities caused by water, sewer or stormwater pipe breaks. In addition, services shall include cured-in-place lining for sanitary sewer pipes, stormwater drainage pipes; and rehabilitation of sanitary sewer manholes and storm manholes.
 - b. CONTRACTOR shall provide for an off-duty Police Officer, if necessary.
 - c. CONTRACTOR shall be required to provide all required permits, fees, inspections, impact fees.

- d. CONTRACTOR shall mobilize within 24 hours and shall call for emergency underground locates (Sunshine One-Call) immediately in order to start his work in less than forty-eight (48) hours. In some cases such as a sewer main break and after meeting on-site to discuss the repairs of the water or sewer main break, the CONTRACTOR may be required to mobilize immediately as directed by the Parks and Public Spaces Director or his designee.
- e. The Parks and Public Spaces Department will provide support to the CONTRACTOR for shutting valves to isolate the repairs. Repair work shall only be performed when a Public Work's Operations Supervisor is on site.
- f. Any questions by the CONTRACTOR related to new installations or repairs shall be addressed to the Parks and Public Spaces Director or his designee.
- g. The work specified in this section consists of rehabilitating existing sanitary sewer pipe by installing a resin impregnated fiberglass/polyester felt tube into an existing pipe to restore its structural and hydraulic integrity.
- h. The CONTRACTOR shall provide references of previous project lists going back two years including customer names and an VILLAGE contact name, phone number, project number, and project name. The list must include the number of sectional liners installed.
- i. To be acceptable, a minimum of 400 sectional liner installations must be documented. The finished liner shall be fabricated from material as specified in this section which when cured will be chemically resistant to the corrosive effects of the raw sewage and hydrogen sulfide.
- j. Point Repairs-The work specified in this Section includes repairs to sections or segments of existing sanitary sewers, mains or service lines, which require excavation from the surface to accurately locate structural defects and/or sources of infiltration or inflow and to eliminate them by making necessary repairs. When the repairs are to be made on sewers or facilities lying under paved surfaces, those surfaces shall be removed to the limits specified for point repairs of the particular size pipe involved (trench width plus two feet for concrete surfaces) unless otherwise acceptable to the VILLAGE.
- k. Excavate down to the pipe, completely exposing the pipe up to the next undamaged section of pipe on each side. Locate the leak to be repaired. Remove section(s) of defective pipe or fitting by cutting on each side along lines perpendicular to longitudinal axis of pipe so as to leave "spigot ends" to be connected to replacement pipe. Cut or fabricate replacement section.
- l. Make connections using stainless steel shear rings as manufactured by Fernco, or approved equal. Bedding or embedment shall be placed and compacted. Reconnect to service line if required. As a

minimum, a total of six (6) feet of piping shall be replaced by the CONTRACTOR.

2. Group 2: Cured-In-Place Lining for Sanitary Sewer and Stormwater Pipes

- a. Cured-in-place lining from manhole to manhole. Cost to include all labor, materials, equipment, and maintenance of traffic to complete these services. CONTRACTOR, subcontractors, and individuals shall be NASSCO certified.
- b. Prior to lining, pipes shall be cleaned. Video recording of the pipes shall be submitted, reviewed, and approved by the VILLAGE before and after lining.
- c. Linear feet are estimated lengths; actual measurements will be taken from manhole to manhole.
- d. It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube which is formed to the original conduit and cured to produce a continuous and tight fitting Cured-In-Place Pipe (CIPP).
- e. This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), and ASTM D790 (Test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof.
- f. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.
- g. The finished pipe in place shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage. Resin shall be in contact with the original mainline and the impermeable membrane shall be on the interior to be exposed to the wastewater flow.
- h. All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength that will reduce the projected product life.

3. Group 3: Rehabilitation of Sanitary Sewer and Stormwater Manholes

- a. Rehabilitation of manholes cost to include all labor, materials, equipment, and maintenance of traffic to complete these services.
- b. Vertical depth, in feet, is estimated for manholes rehabilitation. Cost to include all labor, materials, equipment, and maintenance of traffic to complete these services.
- c. The mortar used for manhole rehabilitation shall adhere to the requirements of Section 02770; produce excellent adhesion to properly prepared existing concrete or brick surfaces; restores

structural integrity; seals rough, deteriorated surfaces and resists external hydrostatic water pressure; and, is suitable for permanent water immersion service.

- d. The CONTRACTOR is responsible for properly preparing the existing manhole for lining prior to the installation of the lining system, including stopping all leaks, patching voids, removing steps/rungs, cleaning, and removing debris.
- e. The manhole surface shall be clean, structurally sound and free from oil, grease, loose mortar, paints, protective coatings, efflorescence, laitance and airing compounds. The condition of the manhole may require the use of an environmentally safe degreasing compound; if so, the surface shall be thoroughly rinsed to eliminate any residue.

1.7 WORK SEQUENCE

- A. The CONTRACTOR shall establish their own Work sequence based on resources and the specified Contract time. The proposed sequence shall be submitted to the VILLAGE and for approval prior to construction.

1.8 VILLAGE OCCUPANCY

- A. Cooperate with VILLAGE to minimize conflict, and to facilitate Residents' and VILLAGE'S operations.
- B. Schedule the Work to accommodate this requirement.

1.9 WORK BY OTHERS

- A. The CONTRACTOR is advised that work by others may take place during the duration of the contract time. It shall be the CONTRACTOR'S responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.
 - 1. Maintain conformance with the requirement of the utility companies or the municipality owning or controlling them.

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BAL HARBOUR

- V I L L A G E -

EXHIBIT "B" CONSULTANT'S COST PROPOSAL

**BID
TABULATION**

GROUP 1: ITEMS 1-23 WATER, SANITARY SEWER, AND STORMWATER PIPE REPAIRS

				EnviroWaste Services Group, Inc.	
Item No.	Est. Qty	UOM	Description	Unit Price	Total
1	3	Agg Sum	For performing preparatory work and mobilizing equipment for beginning the work of the emergency and routine water pipe repairs including securing the site, permits, and acceptance of Maintenance of Traffic (MOT).	\$3,500.00	\$10,500.00
2	100	CY	For excavating existing water mains break / blow-outs of different diameter sizes up to 6 feet in depth.	\$350.00	\$35,000.00
3	30	CY	Additional excavation after 6 feet in depth for excavating existing water mains break / blow-outs of different diameter sizes	\$450.00	\$13,500.00
4	3	Agg Sum	Dewatering of excavation trench to perform the work	\$10,000.00	\$30,000.00
5	3	Agg Sum	For removal of broken, cracked, or blow-out water pipes (minimum three (3) section of pipes at 20 feet each).	\$7,500.00	\$22,500.00
6	3	Agg Sum	For removal of Village-owned utilities (damaged) caused by the water main break/blow-out such as a sanitary sewer main and/or laterals or other Village infrastructures.	\$9,000.00	\$27,000.00
7	3	Agg Sum	For trench preparation / laying down the new water main pipe and fittings.	\$5,500.00	\$16,500.00
8			For removal and replacement sanitary sewer gravity pipes damaged by the pipe blow-out		
	200	LF	Sanitary 6 inch PVC pipe and fittings	\$150.00	\$30,000.00
	800	LF	Sanitary 8 inch PVC pipe and fittings	\$180.00	\$144,000.00
	200	LF	Sanitary 10 inch PVC pipe and fittings	\$230.00	\$46,000.00
	400	LF	Sanitary 12 inch PVC pipe and fittings	\$250.00	\$100,000.00
	200	LF	Sanitary 18 inch PVC pipe and fittings	\$300.00	\$60,000.00
	300	LF	Sanitary 20 inch PVC pipe and fittings	\$325.00	\$97,500.00
	300	LF	Sanitary 24 inch PVC pipe and fittings	\$350.00	\$105,000.00
9			For removal and replacement stormwater pipes damaged by the pipe blow-out		
	200	LF	Stormwater 6 inch PVC pipe and fittings	\$170.00	\$34,000.00
	400	LF	Stormwater 8 inch PVC pipe and fittings	\$200.00	\$80,000.00
	400	LF	Stormwater 10 inch PVC pipe and fittings	\$225.00	\$90,000.00
	600	LF	Stormwater 12 inch PVC pipe and fittings	\$275.00	\$165,000.00
	800	LF	Stormwater 15-18 inch PVC pipe and fittings	\$350.00	\$280,000.00
	400	LF	Stormwater 20 inch PVC pipe and fittings	\$400.00	\$160,000.00
	400	LF	Stormwater 24 inch PVC pipe and fittings	\$450.00	\$180,000.00
10			For construction of water main pipes.		
	600	LF	4 inch ductile iron pipe (DIP) and fittings	\$200.00	\$120,000.00
	1500	LF	6 inch ductile iron pipe (DIP) and fittings	\$225.00	\$337,500.00
	1000	LF	8 inch ductile iron pipe (DIP) and fittings	\$275.00	\$275,000.00
	900	LF	12 inch ductile iron pipe (DIP) and fittings	\$350.00	\$315,000.00
	300	LF	16 inch ductile iron pipe (DIP) and fittings	\$400.00	\$120,000.00
	600	LF	20 inch ductile iron pipe (DIP) and fittings	\$500.00	\$300,000.00
	80	LF	24 inch ductile iron pipe (DIP) and fittings	\$550.00	\$44,000.00
11	1200	SF	8" limerock base	\$20.00	\$24,000.00
12	50	CY	For backfilling and compaction of 12 inch lifts up to 6 feet deep (for an area of 1,120 square feet).	\$350.00	\$17,500.00
13	15	CY	For backfilling and compacting additional 12 inch lifts greater than 6 feet deep (area over 1,120 square feet)	\$450.00	\$6,750.00
14	6	EA	For obtaining the service of a laboratory to perform density testing (minimum two density test)	\$700.00	\$4,200.00
15	1,300	LF	For saw cutting pavement trench for a neat square or rectangular shape. Pavement restoration up to 4 inches in depth.	\$1.00	\$1,300.00
16	1,300	SY	For milling up to 2 inches thick	\$15.00	\$19,500.00
17	200	TN	For paving up to 2 inches thick of hot asphalt (Type SP-9.5). Includes paving machine and roller compactor and all labor to perform work.	\$235.00	\$47,000.00
18	100	TN	For additional one (1) inch thick of hot asphalt. Includes labor, paver machine and roller compactor.	\$149.00	\$14,900.00
19			For restoration of pavement markings.		
	500	LF	4 inch wide / white & yellow skip stripes	\$4.00	\$2,000.00
	500	LF	6 inch wide / white & yellow skip stripes	\$5.00	\$2,500.00
	600	LF	4 inch wide / white solid lines	\$4.00	\$2,400.00
	600	LF	6 inch wide / yellow solid lines	\$5.00	\$3,000.00
20			For sidewalk removal and replacement; (includes hauling, concrete delivery and labor and equipment and materials). Concrete strength to be 3,500 psi, (FDOT approved)		
	250	SF	4 inches thick (gray concrete)	\$9.75	\$2,437.50
	125	SF	6 inches thick (gray concrete) with wire mesh	\$12.00	\$1,500.00
21			For concrete curb and gutter replacement (includes hauling, concrete deliver, labor & equipment)		
	400	LF	12 inches wide with 2 #5 reinforcing bars (gray concrete)	\$25.00	\$10,000.00
	400	LF	18 inches wide with 2 #5 reinforcing bars (gray concrete)	\$30.00	\$12,000.00
	400	LF	24 inches wide with 3 #5 reinforcing bars (gray concrete)	\$40.00	\$16,000.00
	400	LF	36 inches wide with 4 #5 reinforcing bars (gray concrete)	\$55.00	\$22,000.00
22	400	LF	For streetlighting conduits removal/replacement with electrical wires and electrical hardware including pull boxes. Includes all labor, equipment and materials to perform the work.	\$50.00	\$20,000.00
23	800	SF	Landscaping (sod)	\$1.20	\$960.00
TOTAL FOR GROUP 1 - ITEMS 1-23				TOTAL	\$3,432,947.50

GROUP 2: A: CURED-IN-PLACE LINING FOR SANITARY SEWER PIPES

Item No.	Est. Qty	UOM	Lining/Sewer Pipe Sizes	EnviroWaste Services Group, Inc.	
				Cost Per Linear Foot	Total
24	25,000	LF	8 inches	\$30.00	\$750,000.00
	2,000	LF	12 inches	\$55.00	\$110,000.00
	1,000	LF	18 inches	\$75.00	\$75,000.00
	2,000	LF	24 inches	\$90.00	\$180,000.00
	300	LF	30 inches	\$120.00	\$36,000.00
	300	LF	36 inches	\$160.00	\$48,000.00
TOTAL				\$1,199,000.00	

Note: EWSG type \$11,000.00 not \$110,000.00 in their bid form so \$1,199,000.00 governs

Group 2; B: CURED-IN-PLACE LINING FOR STORMWATER PIPES

				EnviroWaste Services Group, Inc.	
Item No.	Est. Qty	UOM	Cured-in-Place Lining - Storm Drainage Pipe Sizes	Cost Per Linear Foot	Total
25	3,000	LF	8 inches	\$45.00	\$135,000.00
	1,000	LF	10 inches	\$55.00	\$55,000.00
	3,000	LF	12 inches	\$58.00	\$174,000.00
	3,000	LF	15 inches	\$76.00	\$228,000.00
	3,000	LF	18 inches	\$95.00	\$285,000.00
	1,000	LF	24 inches	\$120.00	\$120,000.00
				TOTAL	
TOTAL FOR GROUP 2 - ITEMS 24-25					\$2,191,050.00

Group 3: REHABILITATION OF SANITARY SEWER AND STORMWATER MANHOLES

				EnviroWaste Services Group, Inc.	
Item No.	Est. Qty	UOM	Rehabilitation of Manholes	Cost Per Square	Total
26	205	EA	2 to 6 feet in depth	\$25.00	\$5,125.00
	113	EA	6 to 10 feet in depth	\$22.50	\$2,542.50
	10	EA	10 to 15 feet in depth	\$22.50	\$225.00
			TOTAL		\$7,892.50
TOTAL GROUP FOR GROUP 3 - ITEM 26					\$7,892.50
GRAND TOTAL FOR GROUPS 1, 2 AND 3					\$5,636,840.0