Approved
Gregory H. Truitt, Interim Village Manager
3/16/2020
Date

VILLAGE OF PALMETTO BAY
9705 E. HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157
(305) 259-1234 Fax: (305) 259-1290

REQUEST FOR PUBLIC RECORDS

Requests are filled in accordance with the provisions of Chapters 119 and 257, Florida Statutes.

DATE: 3-12-20

NAME: Carol Aubrun

COMPANY: City of West Park

ADDRESS: 1965 South State Road 7, West Park, Fl 33023

PHONE: 954-989-2688 FAX: _____

EMAIL: caubrun@cityofwestpark.org

REQUEST (Attach additional page, if necessary): Copies of the following documents:

Copy of Contract and Resolution for Storm Drain Maintenance with Enviro Waste Services

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FOR USE BY VILLAGE STAFF ONLY

TRACKING NO.: 2020-095

DATE FORWARDED: 3-12-20 ASSIGNED DEPT: Procurement/Village Clerk

DATE REQUEST FILLED: 3-16-20 NUMBER OF COPIES: 14

ESTIMATED TIME (IF APPLICABLE): 15 min ESTIMATED COST: 0

HOW WAS REQUEST FILLED? _____

IF NOT FILLED, REASON: _____

BY: _____ Procurement Specialist

Melissa Dodge

From: Aubrun, Carol <caubrun@cityofwestpark.org>
Sent: Thursday, March 12, 2020 1:49 PM
To: Missy Arocha
Cc: Melissa Dodge; Anthony Mincy
Subject: City of West Park

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Good afternoon.

Please provide us with a copy of your resolution and contract for Storm Drain Maintenance with Envirowaste Services Group.

Thank you,

Carol M. Aubrun, MSM, BHSA
Programs & Services Manager
City of West Park
1965 South State Road 7
West Park, FL 33023
Phone: 954.989.2688 Ext. 211
Fax: 954.989.2684
caubrun@cityofwestpark.org
www.cityofwestpark.org

SUNSHINE LAW AND PUBLIC RECORDS CAUTION:
Most e-mail communications made or received by a City of West Park Commissioners or the City of West Park's employees are considered public records pursuant to 119, F.S.

TEAMWORK - INCLUSION - PROFESSIONALISM - SERVICES

COPY

VENDOR SERVICES AGREEMENT

This Agreement is entered into this 26th day of February, 2014, between the Village of Palmetto Bay, Florida, a municipal corporation located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157, a nd EnviroWaste Services Group, Inc. as Vendor, whose address is 4 SE 1 Street, Miami, FL 33131.

RECITALS:

WHEREAS, the Village Manager is responsible for contracting; and,

WHEREAS, Vendor is amenable to providing services; and,

WHEREAS, the Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the sum of $10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. The above whereas clauses are incorporated and made a p art of this contract. Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper drain cleaning services. Prior to the commencement of any work, the Vendor shall be responsible for investigating the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor shall further acknowledge that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on t he site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating property the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A."

REW Village
ESD Vendor

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

5. None of the work or services under this contract shall be subcontracted unless contractor obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

To Village: Ron E. Williams, Village Manager
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

And

To Vendor: EnviroWaste Services Group, Inc.
4 SE 1 Street, Second Floor
Miami, FL 33131

REW Village
RTD Vendor

11. 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.

It is further agreed that this Agreement may be altered, extended and amended only upon the written consent of both parties and Vendor hereto, provided any amendment as to price complies with the Village Charter and Code of Ordinances.

12. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR 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.

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

16. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation.
If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Vendor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

17. The Village shall make payment to Vendor within 30 da ys of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

REW Village
RTD Vendor

18. The Vendor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

19. The Vendor is furnishing its services as an independent Vendor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

20. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. T he certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no r eduction in limits by endorsement during the policy term, or

REW Village
ST19 Vendor

cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

21. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the Vendor agrees it Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Vendor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

22. In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

23. The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions. he right to access and examination of records in section shall continue until disposition of any mediation, claims, litigation or appeals.

25. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents

REW Village
ETT Vendor

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

By: _____
Ron E. Williams,
Village Manager

Vendor

By: _____
Eduardo Barba,
President

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Alexander

VILLAGE ATTORNEY

By: _____

Print Name: _____

REW Village
ETD Vendor

RESOLUTION NO. 2013-88

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DRAIN CLEANING; AUTHORIZING ENVIROWASTE SERVICES GROUP, INC. TO CONTINUE PROVIDING STORM DRAIN CLEANING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $25,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stormwater management continues to be a joint effort between the Department of Regulatory & Economic Resources, SFWMD and the Village of Palmetto Bay to protect public safety and minimize both public and private losses due to potential flooding from storm events; and

WHEREAS, the Department of Public Works has an ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding; and

WHEREAS, debris at the bottom of an inlet can find its way into pipes and exfiltration trenches, thereby reducing the efficiency of the drainage system; and

WHEREAS, through residents input and annual visual inspections, drain structures are identified and cleaned; and

WHEREAS, EnviroWaste Services Group, Inc. was contracted per Resolution No. 2012-89 dated December 3, 2012 to provide emergency and routine storm drain cleaning throughout the Village of Palmetto Bay on an as needed basis; and

WHEREAS, EnviroWaste Services Group, Inc. has provided the Village of Palmetto Bay with drain cleaning services for four (4) consecutive years; and

WHEREAS, the Department of Public Works contacted, EnviroWaste Services Group, Inc. and received authorization to "piggy back" onto the existing Village of Virginia Gardens Storm Drainage Cleaning Services contract executed by the Village of Virginia Gardens, on October 15, 2013, and terminating on October 15, 2018 as approved by Village Council of Virginia Gardens on October 17, 2013; and

WHEREAS, EnviroWaste Services Group, Inc. has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into an agreement with EnviroWaste Services Group, Inc. for Village-wide storm drain cleaning for Fiscal Year 2013-2014 in an amount not to exceed $25,000.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 9th day of December, 2013.

Attest:

Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

John R. Herin, Jr., Interim Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	YES
Council Member Tim Schaffer	YES
Council Member Joan Lindsay	YES
Vice-Mayor John DuBois	YES
Mayor Shelley Stanczyk	YES

EnviroWaste Services Group, Inc.

Date: 11/26/13

Department of Public Works
Village of Palmetto Bay

EnviroWaste Services Group, Inc agrees to allow the Village of Palmetto Bay to use the Village of Virginia Gardens agreement for storm drain maintenance executed on October 15, 2013 for the same agreed period and unit prices.

EnviroWaste Services Group, Inc. will honor the prices, conditions, and terms set forth in the Village of Virginia Gardens contract for drainage cleaning services.

The prices are as follow:

Cleaning of Catch Basins	**$68.04 per inlet**
Cleaning of French Drains	**$85.05 per inlet**
Cleaning of Connecting Pipes	**$2.27 per linear foot**
Cleaning of Outfalls	**$170.10 per inlet**
Cleaning of Manholes	**$113.40 per inlet**

If you have any questions or concerns please feel free to contact us at 305-637-9665.

Eddy Barba, CGC 152087
President
EnviroWaste Services Group, Inc.

Headquarters: 4 SE 1st Street, 2nd Floor, Miami, FL 33131 * (877) 637-9665 * F (305) 637-9659
Offices: Miami, FL * Orlando, FL * Dallas, TX * Houston, TX
www.envirowastesg.com * email: info@envirowastesg.com

AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES

THIS AGREEMENT, made and entered into on the 16th day of October, 2013 by and between the Village of Virginia Gardens, Miami-Dade County, Florida, party of the first part (hereinafter called "VILLAGE"), and EnviroWaste Services Group, Inc., Miami, FL, Miami-Dade County, Florida, party of the second part (hereinafter called "Contractor");

RECITALS:

The VILLAGE wants to engage the CONTRACTOR to perform certain professional services as specifically described in accordance with the project specifications attached as Exhibit A, Exhibit B and with Paragraph 1, Scope of Services in this Agreement ("Specified Services"). The CONTRACTOR wants to provide such Specified Services in connection with the maintenance of the VILLAGES storm drainage system.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. The CONTRACTOR agrees, as directed by the VILLAGE MANAGER / MAYOR or his/her designee, to perform the following services:

Furnish all material, labor and equipment in performing all operations necessary in connection with the cleaning of the storm drainage systems for the VILLAGE in complete and strict accordance with the attached specifications.

The scope of these professional services is based on the preliminary documents attached as Exhibit A and Exhibit B.

2. FEES FOR SERVICES

Upon satisfactory completion of the specified work as determined by the sole discretion of the VILLAGE MANAGER / MAYOR or his/her designee, the CONTRACTOR agrees to charge the VILLAGE in accordance with the proposal submitted:

AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES

Cleaning of Catch Basins	$ 68.04	Per Inlet
Cleaning of French Drains	$ 65.05	Per Inlet
Cleaning of Connecting Pipes	$ 2.27	Per Linear Foot
Cleaning of Outfalls	$ 170.10	Per Inlet
Cleaning of Manholes	$ 113.40	Per Inlet

Such amounts include all equipment, labor, materials and disposal costs.

Invoicing and Payment:

The CONTRACTOR will issue an invoice upon completion of the work, in the VILLAGE MANAGER / MAYOR'S sole discretion. If he/she, or his designee, determines that the work specified in the invoice has been performed according to the job specifications, the VILLAGE shall pay such an invoice within 30 days.

The VILLAGE shall pay to the CONTRACTOR for the faithful performance of this Agreement, in lawful money of the United States of America.

3. TERM

The term of this Agreement shall commence on the date of this Agreement and continue for a period of 5 years, along with two, 1-year renewals, therefore terminating on October 15, 2016, unless terminated pursuant to Paragraph 6 or extended pursuant to Paragraph 8.

4. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

5. PROHIBITION AGAINST CONTINGENT FEES

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 unless approved by the VILLAGE MANAGER / MAYOR of the VILLAGE OF VIRGINIA GARDENS.

6. TERMINATION

This Agreement may be terminated by either party upon 60 days' written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of Paragraph 2 of this Agreement for all acceptable work performed up to date of termination.

7. NON-EXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

8. ENTIRE AGREEMENT

This Agreement, together with all pertinent documentation including specifications and related materials, shall constitute the entire Agreement which may only be amended or modified upon written agreement between the parties.

9. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits, required under Federal, State and Local laws necessary to perform the Specified Services. CONTRACTOR must also provide proof of insurance to the VILLAGE to be made part of this Agreement. The CONTRACTOR shall have and furnish Workers' Compensation Insurance and Employers Liability Insurance in the limits to comply with Florida Statutes. The CONTRACTOR shall also furnish Public Liability and Contingent Liability Insurance for bodily injury in the minimum limits of the policy of One Million Dollars ($1,000,000) for each person, and One Million Dollars ($1,000,000) for each occurrence for bodily injury liability and limits of Two Hundred Fifty Thousand Dollars ($250,000) for each occurrence for property damage liability or Three Hundred Thousand Dollars ($300,000) for single limit coverage, all to be in a form satisfactory to the VILLAGE and protecting the VILLAGE from any loss due to any claim arising from or out of the contract work, and shall have the same approved by the VILLAGE prior to the signing of this Agreement. Proper certificates of such coverage listing the VILLAGE OF VIRGINIA GARDENS as an Additional Insured shall be filed with the VILLAGE at the time of contract signing.

10. ATTORNEY'S FEES

In connection with any legislation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

11. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE OF VIRGINIA GARDENS:

Fred Spencer Deno IV
Mayor
6498 NW 36 Terrace
Virginia Gardens, Florida 33166

CONTRACTOR:

Eduardo Barba
President
EnviroWaste Services Group, Inc.
4 SE 1st Street, Second Floor
Miami, FL 33131

12. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.

AGREEMENT FOR PROFESSIONAL SERVICES
STORM DRAINAGE SYSTEM CLEANING SERVICES

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first written above.

CONTRACTOR:

ENVIROWASTE SERVICES GROUP, INC.
Eduardo Barba, President
4 SE 1st Street, Second Floor
Miami, FL 33131

By: _____
Eduardo Barba, President

Attest: _____

VILLAGE OF VIRGINIA GARDENS:

By: _____
Fred S. Dono IV, Mayor

Attest: _____
Village Clerk