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**RESOLUTION NO. 2016-113**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE-WIDE DRAIN CLEANING MAINTENANCE SERVICES; 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 \$26,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)**

**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 Services 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**, Resolution No. 2015-02 approved by Village Council of the Village of Palmetto Bay authorized the Village administration 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

**WHEREAS**, Administration has determined that it is in the best interest of the Village to continue to “piggy back” onto the attached existing agreement between the Village of Virginia Gardens and EnviroWaste Services Group, Inc.; and,

**WHEREAS**, Village Council desires to continue to contract with EnviroWaste Services Group, Inc. to provide the necessary services and resources to the Village for storm drain cleaning utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens during FY 2016-2017; and,

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

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4           **Section 1.**     The Village Manager is authorized to continue the agreement with  
5 EnviroWaste Services Group, Inc. for Village-wide storm drain cleaning utilizing the same  
6 pricing, terms and conditions as set forth in the Village of Virginia Gardens Storm Drainage  
7 Cleaning Services contract executed by the Village of Virginia Gardens and EnviroWaste Services  
8 Group, Inc., on October 15, 2013, and terminating on October 15, 2018 as approved by the  
9 Village Council of Virginia Gardens on October 17, 2013.

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11           **Section 2.**     The Village Manager is authorized to issue a purchase order to  
12 EnviroWaste Services Group, Inc. for Village-wide storm drain cleaning during Fiscal Year 2016-  
13 2017 in an amount not to exceed \$26,000.

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15           **Section 2.**     This Resolution shall become effective immediately.

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17           PASSED AND ADOPTED this 7<sup>th</sup> day of November 2016.

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21     Attest:

  
22     Missy Arocha  
23     Village Clerk

  
24     Eugene Flinn  
25     Mayor

26     APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
27     AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

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30       
31     Dexter W. Lehtinen  
32     Village Attorney

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35  
36     FINAL VOTE AT ADOPTION:

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38     Council Member Katryn Cunningham           YES  
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40     Council Member Tim Schaffer                 YES  
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42     Council Member Larissa Siegel Lara           YES  
43  
44     Vice-Mayor John DuBois                     YES  
45  
46     Mayor Eugene Flinn                           YES

RESOLUTION NO. 2015-02

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000028 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 \$23,000.00; 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. has provided the Village of Palmetto Bay with drain cleaning services for five (5) consecutive years; and

**WHEREAS**, Resolution No. 2013-88 approved by Village Council of the Village of Palmetto Bay authorized the Village administration 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. and the Village of Palmetto Bay entered into an agreement for drain cleaning services on February 26, 2014 utilizing the same pricing, terms and conditions as set forth in the agreement with the Village of Virginia Gardens; and

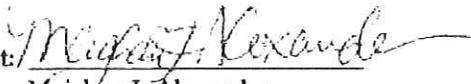
**WHEREAS**, EnviroWaste Services Group, Inc. has agreed to continue providing the Village with the necessary services and resources for ongoing drain cleaning services in FY 14-15 in accordance with the terms and conditions detailed in contract No. 000028; and

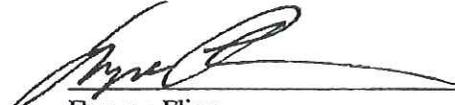
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The Village Manager is authorized to continue the agreement with EnviroWaste Services Group, Inc. for Village-wide storm drain cleaning for Fiscal Year 2014-2015 in an amount not to exceed \$23,000.

**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this 5<sup>th</sup> day of January 2015.

Attest:   
Meighan J. Alexander  
Village Clerk

  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

  
Dexter W. Lehtinen  
Village Attorney

FINAL VOTE AT ADOPTION:

|                                    |            |
|------------------------------------|------------|
| Council Member Karyn Cunningham    | <u>YES</u> |
| Council Member Tim Schaffer        | <u>YES</u> |
| Council Member Larissa Siegel Lara | <u>YES</u> |
| Vice-Mayor John DuBois             | <u>YES</u> |
| Mayor Eugene Flinn                 | <u>YES</u> |



**AGREEMENT FOR PROFESSIONAL SERVICES  
STORM DRAINAGE SYSTEM CLEANING SERVICES**

THIS AGREEMENT, made and entered into on the 15<sup>th</sup> 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    | \$ 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       |

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 <sup>5</sup> years, along with two, 1-year renewals, therefore terminating on October 15, 2018, 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 \_\_\_\_\_.



**AGREEMENT FOR PROFESSIONAL SERVICES  
STORM DRAINAGE SYSTEM CLEANING SERVICES**

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.



**AGREEMENT FOR PROFESSIONAL SERVICES  
STORM DRAINAGE SYSTEM CLEANING SERVICES**

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 38 Terrace

Virginia Gardens, Florida 33168

**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 1<sup>st</sup> Street, Second Floor  
Miami, FL 33131

By: [Signature]  
Eduardo Barba, President

Attest: [Signature]

VILLAGE OF VIRGINIA GARDENS :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: [Signature]  
Fred S. Deno IV, Mayor

Attest: [Signature]  
Village Clerk