

**FIXED UNIT PRICE AGREEMENT
FOR CONTRACTOR SERVICES**

THIS AGREEMENT is made as of the 8th day of April in the year 2019, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ENVIROWASTE SERVICES GROUP, INC.** whose address is 18001 Old Cutler Road, Suite 554, Miami, Florida 33157, FEIN: 65-0829090 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. Contract Documents. The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 190251- Smoke Testing Services Solicitation Package in its entirety; and
- c. Scope of Work attached as Attachment 'A'; and
- d. The CONTRACTOR'S response to IFB 190251 made electronically on March 7, 2019 at 3:50 PM EST.

2. Supplies or Services. The CONTRACTOR shall furnish the following services generally described as "Sanitary Sewer System Smoking Testing Services on an 'As-Needed' Basis" and described in ATTACHMENT "A". The unit costs for the services will not exceed those stated in ATTACHMENT "B" except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain these services from other contractors for the same or similar work.

3. Labor and Materials. The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY'S representative.

4. Term of Agreement. The initial term of the Agreement shall be effective for three (3) years and commence on the date of Execution as stated in the preamble to this Agreement. If agreeable to both parties the Agreement may be extended for up to an additional three (3) years. Any extension shall be made by written amendment properly executed by both parties.

5. Non-appropriation. The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence

wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:

- a. A non-appropriation has occurred, and
- b. The CITY has provided the CONTRACTOR with written notice of termination of less than fifteen (15) days before the proposed termination date.
- c. In the event of any termination, the CONTRACTOR shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination. Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

6. Payment. All invoices shall contain the purchase order number, date and location of delivery and confirmation of acceptance of the goods or services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. Firm Fixed Price Period. All Pricing will be firm and fixed through the first year of this Agreement. Following the firm fixed price period (first year) the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. Cost Adjustment. Pricing for terms beyond the Initial Terms and shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year. The CONTRACTOR is responsible for submitting any request for Cost Adjustment. Any requested Cost Adjustment will be fully documented and submitted to the CITY at least forty-five (45) days prior to the end of the then current term. Should the CONTRACTOR not request a price increase prior to the forty-five (45) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the contract. Any approved cost adjustment shall become effective on the first day of the new period. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY can terminate the Agreement in accordance with the Termination for Convenience clause in this Agreement.

9. Termination of Agreement

- a. For Convenience. The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR

shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

- b. **For Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY' show clause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined. In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY. In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY. Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY. The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at

any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

10. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

11. Insurance. The CONTRACTOR will provide and maintain at all times during the term of this Agreement, including any renewal periods, without cost or expense to the CITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the CITY, insuring CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the CITY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance and conforming certificates of insurance, shall insure the CONTRACTOR in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | |
|-----------------------------------|-------------------------|
| Each Occurrence/General Aggregate | \$1,000,000/\$2,000,000 |
| Products-Completed Operations* | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |

**Required only for construction projects. New or remodel/renovation.*

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured; he or she will not hold the CITY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employee | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

City of Leesburg, a Political Subdivision of the State of Florida, will be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change, cancellation or nonrenewal of the provided insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Upon execution of this Agreement, the CONTRACTOR will provide a copy of all policy endorsement(s), reflecting the required coverage, with the CITY listed as additional insured along with all required provisions to include waiver of subrogation.

Certificate(s) of insurance will identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder will be:

CITY OF LEESBURG
ATTN: MIKE THORNTON, PURCHASING MANAGER
501 W. MEADOW STREET
LEESBURG, FLORIDA 34748

Certificates of insurance shall evidence a waiver of subrogation in favor of the CITY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the CITY.

The CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such self-insured retentions or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The CITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in immediate termination of this Agreement for Default.

Neither approval by the CITY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages and accidents as set forth herein.

12. Waiver of Lien. The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the

CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

14. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

16. Public Records Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR 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. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748

17. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

18. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she 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 he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

19. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation. This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

20. Payment. CITY shall compensate CONTRACTOR for their services, at a minimum, in accordance with the State of Florida prompt payment act. If payment is by:

- a. Paper Check – Payment terms will be Net 30 days from the date a correct and accurate invoice is presented to the CITY;
- b. Purchasing Card – If CONTRACTOR accepts payment by purchasing card (Credit Card) payment will be made no later than 7 days from the date a correct and accurate invoice is presented to the CITY. Payment by Purchasing Card will be at

the Contracted unit price amounts and no additional charges or convenience fees will be added to the invoice or payment.

21. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

22. Contact Person. The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Eduardo Barba, Corporate Secretary
Address: 18001 Old Cutler Road, Suite #554
City, State & Zip: Miami, FL 33157
Telephone: 305-776-2373
Email Address: bids@envirowastesg.com

CITY Contact Information

Name/Title: Robert Beard, Operations Supervisor
Telephone: 352-516-7151
Email Address: Robert.Beard@leesburgflorida.gov

23. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

24. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

25. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

26. Disclosure of Conflict. The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

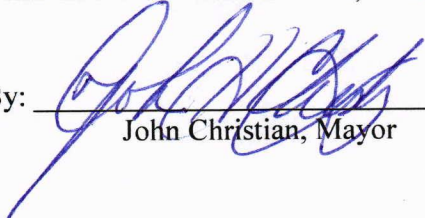
27. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

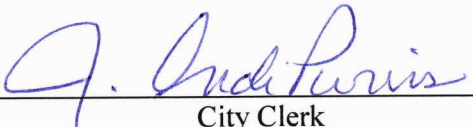
28. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

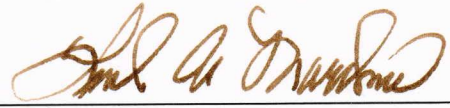
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to this Agreement.

THE CITY OF LEESBURG, FLORIDA

By: 
John Christian, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney

**ENVIROWASTE SERVICES
GROUP, INC.**


By: Eduardo Barba (Mar 25, 2019)

Printed: Eduardo Barba

Its: Corporate Secretary
(Title)

Attachment 'A'

SCOPE OF SERVICES & SPECIFICATIONS

1.2.2. GENERAL

The work included in any subsequent contract is located throughout the City of Leesburg Wastewater Utility (the Utility). This contract will require the successful bidder to perform all work and supply all labor, equipment and materials necessary to undertake the smoke testing for various sizes of sanitary sewer mains located throughout the Utility.

The purpose of smoke testing is to locate sources which could lead to high flows during a storm event. Public notification is an important and critical element of any smoke testing program. Local Emergency Services should be kept informed of the testing on a frequent basis as specified. Specific inflow and infiltration (I/I) sources detected by smoke testing includes roof, yard, and area drain connections; catch basins; and broken service lines.

The testing procedure consists of pumping non-toxic smoke approved by the Environmental Protection Agency (EPA) through a maintenance hole into the sewer pipe. The smoke will be visible above ground through open breaks in the pipe connections. All such sources shall be photographed and documented.

The equipment operator shall be fully trained in all aspects of sewer inspection, and capable of accurate observations and reporting of all conditions found.

The Contractor shall provide and furnish all required skilled labor, materials, fuel, machinery and tools, so that the Contract, and all work required to be done under it, can and will be carried on continuously and expeditiously to completion, in all respects to the satisfaction of the City.

The Contractor shall also provide all labor and materials for the creation and distribution of notices and notifications to customers in the areas where testing will be conducted and any customers that may be affected by the testing and appropriate public and/or private agencies.

PERFORMANCE TIME

The Vendor agrees to start work within fifteen (15) calendar days after receipt of a written Purchase Order issued by the CITY. All work shall be completed at an average daily rate of no less than 10,000 linear feet (LF) per calendar day of mainline smoke testing, regardless of the size of pipe and number of laterals involved for inspection. The average daily rate shall be calculated as the average of the daily production quantities for a period of one month. Furthermore, all work given within the calendar year must be completed and invoiced by year's end which may cause a need to increase the daily production rate. The CITY reserves the right to change this rate if an emergency, permit restrictions, weather, etc. affects the progress. It is up to the Vendor to provide enough equipment and workforce to accomplish the workload assigned to the Vendor within the allotted time frame, and within the period of time allotted in any CITY Right of Way permit that may be required.

PROJECT LOCATION

As described in the scope of work, this project will be located in various areas located throughout the Leesburg sewer infrastructure. Bidder and/or Contractor shall make all necessary acquaintances with the area to be fully successful in accomplishing all the goals and requirements under this contract. When possible, the CITY will provide operating maps with unique main ID and maintenance hole ID numbers of the sewer main network. All references to any sewer mains must include the adjoining upstream and downstream maintenance hole numbers as well as the main ID number. If any alterations to the original numbers are required, the contractor should make note of any changes and shall provide a marked up map with field notes as appropriate. All marked up plans, sketches and operator's maps shall be returned to the CITY as part of the inspection.

CONTRACTOR IDENTIFICATION

- The Contractor's employees and any other persons or organizations working with or under the Contractor on this project shall be uniformed and carry photographic identification. The Contractor shall complete and submit a Contractor Data Form prior to the start of work to the CITY Security office for employee badges if so required by the CITY.
- All vehicles shall also be marked with the Contractor's name and/or logo.
- All traffic barricades, which are required in accordance with the established regulations, shall be identified on both sides in prominent stenciled letters with the Contractor's name, local address and telephone number.

SECURE STORAGE

The Contractor shall obtain a secure storage area of a size adequate to accommodate the required equipment, vehicles, and materials for the period of performance of the agreement at the Contractor's expense. Storage shall not be located in a residential neighborhood.

EXISTING UTILITIES

The Contractor shall be held responsible for the protection of existing utilities as well as all damage which may occur as a result of operations. It shall be the Contractor's responsibility to determine the location of existing utilities. The Contractor shall pay the cost of temporarily relocating utilities for the convenience of the Contractor. In areas where existing utilities are within and adjacent to the established limits of work and could be damaged as a result of the Contractor's operations, the Contractor shall take all necessary precautions to protect such utilities from damage. Further, should damage to other utilities occur, the Contractor shall be fully responsible and shall pay for the repair of any such damage without additional cost to the CITY or the affected utility owner.

Where overhead power lines are in close proximity to the work, the Contractor shall comply with requirements established by the appropriate governing authorities.

INCIDENT COMPLAINT LOG

The Contractor shall maintain a log of incidents and customer complaints. Incidents include any event that disrupts productivity, damages infrastructure, or that would cause a negative public perception of the CITY. Examples of incidents include the intrusive removal of lodged equipment from the main, a sewer spill, a "stop work" order issued by a CITY right-of-way inspector, etc. Relay any incidents or customer complaints to the CITY Project Manager and Inspector immediately, or as soon as practicable, upon occurrence. The log shall include date and time of call or incident, nature of complaint and resolution if any. The log shall be made available to the CITY upon request.

SCHEDULE OF OPERATIONS

Normal working hours are 7:00 a.m. to 5:00 p.m. daily, except for weekends and CITY holidays. Contractor shall carefully plan, in close coordination with the CITY prior to beginning any work, to fully develop procedures and standards for the work that will be performed. Employee safety, workmanship standards, tracking progress, submitting deliverables, and maintaining the integrity of the CITY and CITY operations with minimal disruption will be the key areas to be addressed prior to beginning work. Contractor shall submit to the CITY a work progress schedule setting forth the information required, and within the time required, by the General Conditions of the Contract.

Compensation for preparation and submission of a work progress schedule is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

DAILY NOTIFICATIONS

The Contractor shall notify the CITY (project manager and inspector as a minimum) via e-mail by 7:00 A.M., each work day of the work locations for that day. The Contractor shall provide at least 72 hours advanced notice of any scheduled work outside of normal working hours for approval. In addition, the Contractor shall include a description of equipment being used in the daily notification. Contractor shall also notify the CITY Right of Way inspector as may be required. Repeated failure to properly notify the CITY and others of work locations may result in stoppage of work and a formal review by the CITY regarding contract compliance prior to allowing the resumption of work. Extension of the contract completion date will not be extended due to such work stoppage for the CITY's review.

Compensation for daily notifications is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

SMOKE TESTING

1. Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
2. Smoke Testing will be used to determine the following:
 - The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
 - The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
 - The sources of entry into the collection system due to broken or missing cleanouts, breaks in the main sewers or laterals that leach to the surface.
3. Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, and a detailed map indicating the breach point and include photographic proof of same to owner.

SMOKE TESTING NOTIFICATION

Contractor will, in consultation with LPWD, provide support to CITY staff to provide appropriate notification of the general public regarding the smoke testing. As a minimum, Contractor will provide Level 1 public notification for the task. Other methods of public notification regarding the smoke testing to be completed shall be accomplished by CONTRACTOR if directed by the CITY, including Level 2 notification. The levels of notification are described below:

1. **Level 1 - Informational Door Hangers.** Contractor shall prepare and distribute door hangers that include brief information regarding the project for the areas where work will be performed during a particular phase of the project and personal notification of affected business and commercial enterprises. Notices shall have Contractor contact information and Contractor will field all customer calls during operation. Contractor must have experience in fielding these types of calls and will be required to log all inquires/complaint calls with caller name, phone number, physical address and type of call. The CITY will provide approval of all smoke notices prior to distribution.
 - Notification shall include distribution of door hanger type notices to each resident a minimum of two days and a maximum of seven days prior to smoke testing. If conditions do not allow smoke testing during this period, notices shall be redistributed. If redistribution of smoke notices is required, testing may be performed within one day of noticing. All notices shall be bilingual. Schools, nursing homes, hospitals, large commercial buildings, shopping centers and business districts shall be contacted directly by the field supervisor. A log of these specific notifications will be kept and shall include the name of the person notified, telephone number, institution, and signature of the person notified.
 - A log shall be maintained and updated daily with a list of all contacted residents' names, addresses, and dates of inspection.
2. **Level 2 - Letters.** The CITY may produce letters outlining the components and goals of the project as appropriate and CONTRACTOR will distribute these letters in the same manner described above for Level 1 - Informational Door Hangers.
3. **Level 3 - Public Meetings.** The necessity of a public meeting will be determined by the CITY. The CITY shall provide an appropriate meeting place and host the meeting(s).

UTILITY NOTIFICATION

The LPWD and other designated authorities such as but not limited to Fire and Police shall be notified daily of the work location of each crew. The notification shall include a map of the general location of work to be performed. The notification shall be by e-mail received no later than 7:00 a.m. the day of the actual inspection as dictated in Item No. 12 of this specification.

SMOKE TESTING METHODOLOGY

1. Smoke testing will NOT be conducted on windy or wet days.
2. At the start of each operation, the smoke blower will be located over the manhole.
3. The blower will be started and liquid smoke will be employed.
4. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
 - The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water. The sources of entry into the collection system due to broken or missing cleanouts, lost manholes, breaks in the main sewers or laterals that leach to the surface.
5. Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.
 6. The Contractor shall maintain multiple copies of the Safety Data Sheets (SDS) of smoke product on site for the facilitation of responses to all inquiries.
 7. Smoke testing shall not be conducted when the ground is wet. After each rain event smoke testing shall not resume until the project manager or the assigned representative determines that conditions are suitable to resume testing.
 8. As a minimum, a single Crew performing the smoke testing shall be no less than 3 persons or more. One supervisor and two or more helpers per crew depending on the site conditions. One to two persons operating the blower and smoke devices. The others inspect the run for evidence of smoke. Furthermore, additional people and/or crews may be needed for traffic control, flow monitoring and to meet the performance and requirements of this contract.
 9. Digital color images shall be taken and each location shall be identified by the line number and address. The digital color images shall be taken with a minimum 3.1 mega-pixel digital camera or as acceptable to the CITY. Service line leaks on private property shall also be photographed with GPS coordinates and identified.
 10. Suspect sources shall be noted. Suspect sources are those that do not smoke, but due to the potential of being connected to the sanitary sewer (i.e., yard drains) should be noted. If several buildings/structures are observed with no smoke visible from the vent stacks, the main line may be partially blocked or sagged, preventing the smoke from traveling up the service lines. The smoke crews shall note this occurrence and submit action requests to the CITY to clean the mainline in order to improve the smoke test results.

DATA COLLECTION

1. During the smoke testing operation, the line segment shall be referenced by the pipe ID number. Observed smoke defects shall be recorded at the curb, sidewalk, cleanout, building lateral, driveways, patio, area drain, downspout, storm water conveyance structure, catch basin, and along main line, etc.
2. Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors. To accomplish this, the observers will:
 - Record the street address
 - Record the GPS coordinates
 - Record a digital photograph of the event (minimum of 3.1 megapixel) Provide specific notes to permit follow-up activity Download recorded information to provide detailed map and report to owner with locations and call outs for each defect Paint a mark on the street, using green temporary marking chalk, to assist the city in finding defects for follow-up activity.
3. Reports will be provided to the owner no later than 5 business days from the completion of any given section or basin. Reports will consist of one printed hard copy and one CD-Rom as well as being posted to the internet and providing the owner and engineer with a user name and password.

REPORTING

Monthly progress reports shall be submitted identifying the project status and any action items requested to be completed by the Utility. If a particular action item cannot wait, the Contractor shall notify the CITY accordingly.

The Contractor shall submit with all turned in monthly invoices the electronic data collection of the mainlines smoke tested from the previous month's work along with pictures and sketch/map of the defects observed, estimated I/I sources and any contributors. A cumulative report will make up the final report from the submitted data. The final report will be submitted at the conclusion of the work assigned. Three printed copies of the Final Report shall be submitted. The Final Report shall be submitted in digital and hard copy format including all photographs and records. The data shall be prioritized by ranking the cost per gallon of I/I removal for each defect. All digital images shall be provided on CD or external hard drives with the line segment included in the files name.

TRAFFIC CONTROL

1. During the course of working on the wastewater collection system, it may become necessary to disrupt the normal flow of vehicular or pedestrian traffic in work areas. These disruptions should be minimized. The Contractor shall arrange traffic control when the safety of work or the public requires such protection, in accordance with the Florida Department of Transportation (FDOT) in work areas and as otherwise required by the CITY or other governing entities. In the case of a conflict between standards, the local codes will govern. The Contractor is responsible for coordination of traffic control measures between local entities including, but not limited to, the CITY, Lake County, and FDOT. The Contractor will provide all additional traffic control, in addition to the Contractor's truck warning lights and traffic cones, as needed or required.
2. The Contractor shall identify the locations of areas where right-of-way permits will be required for work, particularly where the governing jurisdiction may require a traffic control plan. Should a detailed site specific plan for the work be required by a governing jurisdiction as a pre-requisite for obtaining a right-of-way permit, a certified traffic control plan shall be submitted including properly placed signs and barricades in relationship to the work and streets, and shall conform to the requirements of the FDOT. The plan must be sealed by a Registered Florida Professional Engineer if required by the governing authority. The detailed site specific plan shall be submitted to the CITY for review and approval.
3. Other traffic control requirements may be imposed by the governing jurisdiction at the time of work. Therefore, the Contractor shall consider incidental costs in the bid and be flexible to such possible traffic control requirements, which include but are not limited to, the items noted below:
 - A police officer may be required by the CITY or other local entity having jurisdiction over the right of way where work is being conducted.
 - Only one lane can be closed at any given time.
 - Streets must be open to full width at night, unless conducting cleaning or inspections at night.
 - Work shall be completed between the hours of 8:00 A.M. and 4:00 P.M. unless otherwise instructed in writing by SAWS or permit.
 - Residential streets can be closed one block at a time during daylight hours only and open to full width at the end of each workday.
 - Two-way traffic must be maintained at all times. If two-way traffic cannot be maintained, then the Contractor must use a flagman set-up to assist with traffic control.
 - Should temporary pedestrian crossing be required, locations will be decided upon in the field by the CITY Representative and governing jurisdiction representative.
 - At no time shall Contractor close two intersections at the same time.
 - In case of an emergency street closure, the following procedures will be followed:

1. Weekday: 7:45 A.M. - 4:30 P.M. contact the CITY Project Manager for instructions or other governing jurisdiction.
2. After normal working hours and on weekends the Contractor shall notify the Police and Fire Department immediately. The CITY Inspector shall notify the CITY Project Manager the next normal working day.
 - Access to local residences, schools, and businesses must be maintained at all times. This may include, but is not limited to, the use of flagmen to control traffic at these access locations.
 - It is the Contractor's responsibility to contact the FDOT when working on any of their right-of-ways once a permit is obtained and to follow any outlined requirements in subject obtained permit.
 - Night work will be allowed as required for cleaning and inspection operations only if agreed and approved by the CITY and the governing right-of-way jurisdiction. The Contractor shall provide at least 72 hours advance notice of any scheduled work outside of normal working hours.
4. A copy of the police officer's invoice(s) indicating the number of hours worked for each completed work order shall be attached to the Contractor's monthly invoice to the CITY. Payment will be made to the Contractor for the police officer's services on a "per hour" basis with no markup at the unit price established in the Compensation Schedule.
5. Payment will not be made to the Contractor for hiring a police officer when such services are not required by any governing agency.
6. Except for the services of a police officer, compensation for preparing, submitting and complying with traffic control plans is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

SEWER ACCESS

1. It is anticipated that the Contractor will be able to locate and access all of the sewer manholes and structures, although the Contractor may find some to be paved over or otherwise covered. The Contractor is responsible for removing any ground material necessary to expose manholes and structures within a 12-inch depth in non-paved areas in order to gain access. All field crews of the Contractor shall be equipped with a magnetic locator to facilitate this process. If a manhole is found to be paved over in the street, the Contractor shall contact the CITY for assistance if such access is required.
2. Contractor shall consider the use of smaller equipment if limited space precludes the use of the larger vehicles and televising van.
3. The Contractor shall obtain written permission for access to private property where easements are inadequate. The CITY will assist the Contractor in obtaining any temporary right of entry permits where feasible, only after the Contractor has put forth a diligent effort. This shall not relieve the Contractor of any responsibility for obtaining required permits, approvals, etc.
4. In areas where brush and other vegetation make access to the sewer mains less than desirable and/or the route to the sewer access point(s) is not via a recorded easement, the Contractor shall provide his own access to all sewer access points for the purpose of accomplishing the work outlined in this contract after contacting the proper owner if necessary. In such case the Contractor shall work with the Property Owner to find alternative methods of access and obtain a signed agreement that outlines the method. Provisions of all agreements for replacement of removed or damaged private property relative to the alternate access method shall be at the responsibility of the Contractor. The Contractor shall respect all private and public property owners' rights. Any fence removal and replacement, clearing, mowing, trimming, spraying of cuts, and/or protection of trees, bushes, grass, plants, etc. for the ingress and egress by the Contractor to a designated project point or site will be at the Contractor's own expense.
5. Immediately after completion of the work at each location, the Contractor shall remove all equipment, and manage or restore all vegetation in conformity with all applicable regulations and ordinances. Fix any ruts caused by the trucks. When feasible, and without additional cost to the CITY, the Contractor is encouraged to facilitate the use of, rather than the disposal of, the vegetative material which results from clearing activities. Such facilitation may be in the form of directing material to composting operations rather than to disposal facilities.
6. All customer refusals to allow access, vegetation clearing, or any other work required by this contract, shall be referred to the CITY Project Manager as soon as practicable, and documented in writing within 48 hours for the CITY's action and follow-up.
7. Upon completion of work at each manhole, reinstate manhole inserts and bolt down manhole covers where bolted covers were found to exist. If such treads on the manholes need to be cleaned out for the proper seating of the bolts then the Contractor shall do so with a die tap threader at no additional cost to properly seat the bolt on the manhole covers. Any additional bolts to bolt down the manholes will be provided by the CITY.
8. Compliance with the access requirements of these specifications is considered subsidiary to the cost of doing business with the CITY. Additional compensation will not be allowed.

PERMITS

The Contractor shall make necessary arrangements to comply with any regulations, provisions, or requirements of any right-of-way permits that may need to be issued for work to be performed within a right-of-way. The Leesburg Public Works Department (LPWD) is responsible for obtaining all necessary right-of-way permits from the City and from any other governing entity. The Contractor shall notify the LPWD at least ten (10) days in advance of the requirement of any right-of-way permits so that LPWD will have ample time to obtain the permits. The LPWD Project Manager shall provide the right-of-way permits identified by the Contractor upon ten (10) days advance notice by the Contractor of the requirement of the permits. The LPWD will pay only for the first right-of-way permit for each permit area that is within the project location. If a permit extension is required, the Contractor must notify the LPWD Project Manager a minimum of 10 calendar days prior to the expiration date of the permit. If the permit expires and needs to be reapplied for or renewed due to the Contractor's failure to notify LPWD Project Manager in a timely manner of the pending permit expiration date, the Contractor will be required to reimburse the City for the cost of the permit. In addition, the Contractor is responsible to reimburse the City for all permit fines or fees that are associated with improper traffic control, barricades, safety issues, or violations issued by the agency under the approved permit. The City retains the right to suspend payment and work until all permit fines and/or expired permit fees are reimbursed to the City.

ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City's Project Manager.

SAFETY AND HEALTH PROGRAM

1. A Contractor project-specific Safety and Health Program plan shall be prepared, submitted to the CITY prior to performance of each job specified by issuance of a Purchase Order.
2. The Contractor shall post all documentation as required by OSHA and require all on-site employees and sub-contractors to read, sign and follow the Health and Safety Plan. A signed copy of the Health and Safety Plan shall be kept on the work site at all times.

3. All Contractor employees and sub-contractors shall be properly trained in accordance with applicable standards and regulations.
4. All confined space entry procedures must conform to OSHA 29 CFR 1910.146.
5. The CITY shall not be responsible for any hazardous materials uncovered or revealed at any site where work is being performed during this project. The Contractor shall immediately notify the CITY Project Representative of any suspected hazardous materials before or during the performance of work and shall take all necessary precautions to avoid further spread of the materials and contamination of the environment. The Contractor shall continuously monitor and control harmful gases while working at each site.
6. Compensation for preparation of the Health and Safety Plan is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.

MAP CORRECTIONS

1. Prepare and submit map corrections when as-built conditions in the field differ from existing City maps provided to the Contractor. Situations that require submissions of map corrections include the following:
 - Discovered manholes not shown on the provided maps.
 - Manholes that are shown on the provided maps but not in existence.
 - Abandoned or non-existent mains.
 - Laterals found not shown on the provided maps.
2. Map corrections shall be submitted via e-mail to the CITY Project Manager daily. Map corrections may be submitted as marked up copies of the existing map, or as a simple sketch that shows mains, adjacent manholes labeled with manhole numbers, streets labeled with street names, and distances of newly discovered manholes or laterals from adjacent mapped manholes.
3. Compensation for preparation and submission of map corrections is considered subsidiary to the cost of inspection of the pipelines. Additional compensation will not be allowed.
4. Reports and Data Collection:
 - All data submittals of each individual approved invoice shall be consolidated to create a master file. The master file shall be submitted to the CITY at the conclusion of the project upon completion of all the work. The Contractor shall be responsible for any errors in the data which must be corrected.
 - The documentation of the wastewater infrastructure shall be kept and maintained by the Contractor digitally for a period of two years after final payment is made. The inspection reports, video, and/or any documentation or files shall be made available to the CITY Project Manager upon request.

COMMUNICATION

The Contractor shall have the ability to communicate with the CITY at all times. The Contractor shall have a cellular telephone and e-mail account at which he/she can be reached at any time. In the unforeseen event that the Contractor is unavailable, Contractor shall provide the CITY with an emergency telephone number for evenings, weekends, and holidays by the first working day of the project.

MEASUREMENT AND PAYMENT

This is a unit price contract, the unit prices authorized for payment under this contract includes the following items:

- **Smoke Testing Mains:** The measure and payment for all cost involved in smoke testing will be made at the unit price bid per linear foot of main line pipe from manhole to manhole of various sizes of pipe that are smoke tested. Such payment shall include all smoke testing of mains, manholes, service laterals, and attached pipes, pictures, reports, data bases, data entry, marking and finding defects/smoke, flags, notifications, blowers, bags, plugs, traffic control and any incidentals, equipment and/or materials necessary to complete the job.

INVOICING

Invoices shall be submitted monthly. The invoice shall indicate quantities of work completed and associated costs for each pay item since the prior invoice. The pay items in the invoices shall be consistent with the information in the access data base for smoke testing and the television inspection data base export. Each monthly invoice shall be accompanied by supporting deliverables including the following but not limited to:

- Hard and electronic Smoke Testing Reports
- Associated Data Bases
- Inspection Videos
- Pictures

All work performed in one month must be billed by the 10th day of the following month. No payment will be made for any invoice prior to CITY review and subsequent approval of all documents, video, electronic deliverables, submittals, etc. to ensure they meet the contract requirements. No payment will be made for any invoice until all pending map corrections have been submitted.

Question type: Multiple-choice

| Name | Value | Weight | Type | KO | Worst | Best | Unit | Weight (Quality percentage) | Needs evaluation | Allow supplier to attach document(s) | Only posed in |
|--|-------|--------|-----------------|----|--|--|------|------------------------------|------------------|--------------------------------------|---------------|
| I have reviewed and understand the Scope of Services | 0 | — | Multiple-choice | — | I have reviewed and understand the Scope of Services | I have reviewed and understand the Scope of Services | — | not available(not available) | — | — | Offer phase |

Attachment 'B'

1198 SMOKE TESTING SERVICES (190251)

ENVIROWASTE SERVICES GROUP INC

Schedule of Bid Items

| # | DESCRIPTION | UNIT | UNIT PRICE |
|---|---|-----------|------------|
| 1 | Smoke Testing 8-INCH Diameter Mains and Report Preparation Per Specifications. | Feet (LF) | \$0.29 |
| 2 | Smoke Testing 10-INCH Diameter Mains and Report Preparation Per Specifications. | Feet (LF) | \$0.29 |
| 3 | Smoke Testing 12-INCH Diameter Mains and Report Preparation Per Specifications. | Feet (LF) | \$0.29 |
| 4 | Smoke Testing 18-INCH Diameter Mains and Report Preparation Per Specifications. | Feet (LF) | \$0.39 |
| 5 | Smoke Testing 21-INCH Diameter Mains and Report Preparation Per Specifications. | Feet (LF) | \$0.39 |

RESOLUTION NO. 10,381

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR THE SANITARY SEWER SYSTEM SMOKE TESTING SERVICES ON AN 'AS-NEEDED' BASIS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with ENVIROWASTE SERVICES GROUP, INC. whose address is 18001 Old Cutler Road, Suite No. 554, Miami, Florida 33157 (email: eddy.barba@envirowastesg.com) for Sanitary Sewer System Smoke Testing Services on an 'As-Needed' basis pursuant to Invitation for Bid 190251.

THAT all future expenditures for work ordered under this Agreement are approved provided Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriate funds, commission approval for any orders will be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 8th day of April 2019.

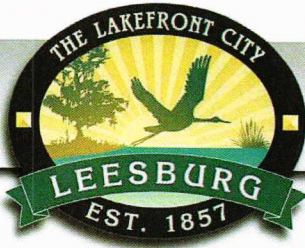


John Christian, Mayor

ATTEST:



City Clerk



AGENDA MEMORANDUM

Item No: 4.B.1.

Meeting Date: April 8, 2019

From: Mike Thornton, CPPO – Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of Sanitary Sewer System Smoke Testing Services on an 'as-needed' basis.

Staff Recommendation:

Staff recommends award of Invitation for Bid (IFB) 190251 and approval of the resolution authorizing execution of a Fixed Unit Price Agreement with Envirowaste Service Group, Inc. for sanitary sewer line Smoke Testing Services on a unit price basis. Staff also recommends approval of the budgeted expenditure for such services not to exceed \$65,000.00 in fiscal year 2019.

Analysis:

Smoke testing is a process that is periodically performed as a part of an ongoing sanitary sewer inspection program. It is undertaken in order to identify areas where storm water enters the sanitary sewer system. The excess storm water has many negative effects on the sanitary sewer system. The excess water needlessly adds to the amount of water treated by the wastewater treatment process. The extra treatment results in higher costs for chemicals and processing equipment.

The test involves the use of an EPA approved non-toxic smoke injected into the sanitary sewer system in controlled sections. The smoke is a non-toxic and non-staining substance that is considered harmless to humans, pets, food, and material items. Smoke testing is the most cost effective and efficient way to identify locations where pipes are damaged.

The Contractor will be responsible for communicating with residents and businesses prior to testing. Communication will include door hangars and City press releases. Normally smoke will not enter a building, however smoke can enter if there are drains that have not been used and water in the p-trap has evaporated. This is the most common reason smoke will enter a building. Drains installed without a p-trap would also allow smoke to enter the building. The door hangars will communicate this potential and remind occupants to run water in all their drains in advance of smoke testing.

Procurement Analysis:

The Purchasing Division issued Invitation for Bid (IFB) 190251 on February 12, 2019. Staff directly notified known contractors of the opportunity as well as posting to the City's online solicitation platform. On March 7, 2019, the City received four (4) electronic responses.

Staff reviewed the bids and determined Envirowaste Services Group, Inc. to be the lowest responsive and responsible bidder. Staff verified the references provided. Given the large

difference in unit prices, staff reviewed pricing from the City's previously awarded contract; these unit prices are very close to the previously awarded contract. Staff believes the unit price for the low bidder to be reasonable and accurate. The Summary of Bids is provided here and the detailed Solicitation Summary is attached.

Summary of Bids

| CONTRACTOR NAME | LOCATION | BID per Linear Foot | LOCAL VENDOR PREFERENCE |
|----------------------------------|-------------------|------------------------|----------------------------|
| Envirowaste Services Group, Inc. | Miami, FL | \$0.29 | No |
| Gulf Coast Underground, LLC | Theodore, AL | \$0.78 | No |
| Utility Technicians, Inc. | Umatilla, FL | \$0.89 | Tier II |
| Shenandoah General Construction | Pompano Beach, FL | \$1.00 | No |

The City's Local Vendor Preference (LVP) policy was applied but did not result in any changes to the lowest bidder. Staff recommends award of IFB 190251 to Envirowaste Services Group, Inc.

Options:

1. Authorize execution of the agreement with Envirowaste Services Group, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are available in the Wastewater Division Repairs & Maintenance account.

Submission Date and Time: 4/3/2019 3:23 PM

| | | |
|---|--|--|
| Department: <u>PW Wastewater Division</u> | Reviewed By | Account No.: <u>044-4081-535.46-26</u> |
| Prepared by: <u>Lisa Wolfkill</u> | | Department Head: <u>DCM</u> |
| Attachments: <u>X</u> Yes <u> </u> No | Finance Department: <u> </u> | WF/Job No.: <u>N/A</u> |
| Advertised: <u>X</u> Yes <u> </u> Not Required | Deputy City Manager: <u> </u> | Req. No.: <u>50703</u> |
| Dates: <u> </u> | Submitted by: | Budget: <u>\$100,000.00</u> |
| Attorney Review: <u> </u> Yes <u> </u> No | City Manager: <u> </u> | Available: <u>\$100,000.00</u> |

| IFB 190251 Smoke Testing Services (Nx 1198) Preliminary Bid Tabulation | | | ENVIROWASTE SERVICES GROUP INC | | Gulf Coast Underground, LLC | | Utility Technicians, Inc. | | Shenandoah General Construction | |
|---|-----------------------|------------------|-----------------------------------|-------------------|-----------------------------|-------------------|---------------------------|-------------------|------------------------------------|-------------------|
| | | | Palmetto Bay, FL | | Theodore, AL | | Umatilla, FL | | Pompano Beach, FL | |
| DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| Smoke Testing 8-INCH Diameter Mains and Report Preparation Per Specifications. | 540,000 | Linear Feet (LF) | \$ 0.29 | \$ 156,600.00 | \$0.78 | \$ 421,200.00 | \$0.89 | \$ 480,600.00 | \$1.00 | \$ 540,000.00 |
| Smoke Testing 10-INCH Diameter Mains and Report Preparation Per Specifications. | 20,000 | Linear Feet (LF) | \$ 0.29 | \$ 5,800.00 | \$0.78 | \$ 15,600.00 | \$0.89 | \$ 17,800.00 | \$1.00 | \$ 20,000.00 |
| Smoke Testing 12-INCH Diameter Mains and Report Preparation Per Specifications. | 20,000 | Linear Feet (LF) | \$ 0.29 | \$ 5,800.00 | \$0.78 | \$ 15,600.00 | \$0.89 | \$ 17,800.00 | \$1.50 | \$ 30,000.00 |
| Smoke Testing 18-INCH Diameter Mains and Report Preparation Per Specifications. | 20,000 | Linear Feet (LF) | \$ 0.39 | \$ 7,800.00 | \$0.85 | \$ 17,000.00 | \$0.89 | \$ 17,800.00 | \$2.00 | \$ 40,000.00 |
| Smoke Testing 21-INCH Diameter Mains and Report Preparation Per Specifications. | 20,000 | Linear Feet (LF) | \$ 0.39 | \$ 7,800.00 | \$0.95 | \$ 19,000.00 | \$0.89 | \$ 17,800.00 | \$2.50 | \$ 50,000.00 |
| TOTAL BASE BID: | | | \$ | 183,800.00 | \$ | 488,400.00 | \$ | 551,800.00 | \$ | 680,000.00 |






Agreement-EnvirowasteServicesGroup-190251

Final Audit Report

2019-03-25

| | |
|-----------------|---|
| Created: | 2019-03-25 |
| By: | Lisa Wolfkill (Lisa.Wolfkill@leesburgflorida.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAmollxf1cuWW7SDnow5karKpXuvSLC8WI |

"Agreement-EnvirowasteServicesGroup-190251" History

-  Document created by Lisa Wolfkill (Lisa.Wolfkill@leesburgflorida.gov)
2019-03-25 - 1:04:57 PM GMT - IP address: 8.26.112.25
-  Document emailed to Eduardo Barba (eddy.barba@envirowastesg.com) for signature
2019-03-25 - 1:06:08 PM GMT
-  Document viewed by Eduardo Barba (eddy.barba@envirowastesg.com)
2019-03-25 - 6:21:21 PM GMT - IP address: 104.7.46.237
-  Document e-signed by Eduardo Barba (eddy.barba@envirowastesg.com)
Signature Date: 2019-03-25 - 6:22:33 PM GMT - Time Source: server- IP address: 104.7.46.237
-  Signed document emailed to Eduardo Barba (eddy.barba@envirowastesg.com) and Lisa Wolfkill (Lisa.Wolfkill@leesburgflorida.gov)
2019-03-25 - 6:22:33 PM GMT

Solicitation summary (1198)

Details

Reference number: 190251

Procedure: Sealed without Preselection

Description:

GENERAL INFORMATION ABOUT THIS SOLICITATION

The City of Leesburg Florida invites qualified and experience Contractors or Firms to submit responses for providing all the necessary labor, materials, equipment and supervision for Sanitary Sewer System Smoke Testing Services on an 'as-needed' basis. Details and specifications are outlined within this Invitation for Bid.

Estimate of Project Magnitude: \$55,000.00 to 65,000

PARTICIPATION

Interested Suppliers can view the full details of the Solicitation including Terms & Conditions, Scope of Work or Technical Specification and Schedule of Bid Items by clicking the 'PARTICIPATE' button below.

Selecting the participate button does not obligate you to submit a response to this Solicitation but is necessary in order to view the details of this Solicitation.

RESPONSE SUBMISSION

The City only accepts Solicitation responses online through our official e-Bid/RFx platform powered by Negometrix. All Solicitation Responses MUST be submitted through the platform. You may access the platform at this weblink -- <https://platform-us.negometrix.com>

QUESTION DEADLINE

Deadline for questions is SEVEN (7) CALENDAR DAYS before Solicitation Responses are due.

DESIGNATED PROCUREMENT REPRESENTATIVE

ALL communications and inquiries regarding this solicitation will be directed to the below named City representative.

The Designated Procurement Representative for this Solicitation is:

Lisa Wolfkill, Senior Buyer
Lisa.Wolfkill@leesburgflorida.gov
(352)728-9880

ASSISTANCE & SUPPORT

Negometrix Service Desk

(Technical) Assistance (Mon - Fri: 8 am to 6 pm)

For assistance operating Negometrix and submitting your online Response please contact the Negometrix Service Desk through the contact information below.

Telephone: (724) 888-5294
Email: servicedesk@negometrix.com
link to the ['help'](#) page

Awarded supplier(s)

- ENVIROWASTE SERVICES GROUP INC (ENVIROWASTE SERVICES GROUP INC)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 8)
 - LV Solutions, Inc
 - Participant since : Feb 28 2019 9:30:50 AM
 - Utility Technicians, Inc
 - Participant since : Feb 26 2019 8:19:17 AM
 - Gulf Coast Underground, LLC
 - Participant since : Feb 21 2019 9:37:50 AM

- Precision Measurements
 - Participant since : Feb 20 2019 4:15:04 PM
- SPECTRUM SYSTEMS, INC
 - Participant since : Feb 18 2019 10:01:00 AM
 - Removed on : Feb 18 2019 10:29:47 AM
- Atlantic Pipe Services
 - Participant since : Feb 18 2019 9:34:09 AM
- Shenandoah General Construction
 - Participant since : Feb 13 2019 12:49:40 PM
- ENVIROWASTE SERVICES GROUP INC
 - Participant since : Feb 12 2019 3:59:46 PM
- **Offer phase** (Number of offers in phase: 4)
 - ENVIROWASTE SERVICES GROUP INC (ENVIROWASTE SERVICES GROUP INC) Time and date of submitting: Feb 27 2019 3:50:04 PM
 - Utility Technicians, Inc (Utility Technicians, Inc) Time and date of submitting: Mar 7 2019 11:18:56 AM
 - Gulf Coast Underground, LLC (Gulf Coast Underground, LLC) Time and date of submitting: Mar 5 2019 5:48:37 PM
 - Shenandoah General Construction (Shenandoah General Construction) Time and date of submitting: Mar 7 2019 10:42:11 AM
- **Evaluation** (Number of offers in phase: 4)
 - ENVIROWASTE SERVICES GROUP INC (ENVIROWASTE SERVICES GROUP INC)
 - Utility Technicians, Inc (Utility Technicians, Inc)
 - Gulf Coast Underground, LLC (Gulf Coast Underground, LLC)
 - Shenandoah General Construction (Shenandoah General Construction)
- **Awarding** (Number of offers in phase: 1)
 - ENVIROWASTE SERVICES GROUP INC (ENVIROWASTE SERVICES GROUP INC)

Planning

| Name | Type | Start date | End date | Responsible person |
|------------------------------|-------|----------------------|----------------------|--------------------|
| Creation date | Date | Jan 30 2019 11:36 AM | — | Lisa Wolfkill |
| Preparation | Phase | Jan 30 2019 11:36 AM | Feb 12 2019 12:00 PM | |
| Offer phase | Phase | Feb 12 2019 12:00 PM | Mar 7 2019 2:00 PM | |
| Question Phase | Phase | Feb 12 2019 12:00 PM | Feb 28 2019 4:00 PM | |
| Solicitation Response Review | Phase | Mar 7 2019 12:00 AM | Mar 9 2019 12:00 AM | |
| Evaluation | Phase | Mar 7 2019 2:00 PM | Mar 25 2019 8:00 AM | |
| Award phase | Date | Mar 25 2019 8:00 AM | — | |

Results

- **Offer phase** (Feb 12 2019 - Mar 7 2019)

| Result Rank | Name | Knockouts | unanswered question(s) | Uploads missed | Incomplete evaluations | Unanswered buyer questions | Price | Allowed to next phase |
|-------------|---------------------------------|-----------|------------------------|----------------|------------------------|----------------------------|-----------|-----------------------|
| 1 | ENVIROWASTE SERVICES GROUP INC | - | - | 1 | - | - | \$183,800 | Yes |
| 2 | Gulf Coast Underground, LLC | - | - | 1 | 5 | - | \$488,400 | Yes |
| 3 | Utility Technicians, Inc | - | - | 1 | 5 | - | \$551,800 | Yes |
| 4 | Shenandoah General Construction | - | - | 1 | 5 | - | \$680,000 | Yes |

- **Evaluation**

| Result Rank | Name | Knockouts | unanswered question(s) | Uploads missed | Incomplete evaluations | Unanswered buyer questions | Price | Allowed to next phase |
|-------------|---------------------------------|-----------|------------------------|----------------|------------------------|----------------------------|-----------|-----------------------|
| 1 | ENVIROWASTE SERVICES GROUP INC | - | - | 1 | - | - | \$183,800 | Yes |
| 2 | Gulf Coast Underground, LLC | - | - | 1 | 5 | - | \$488,400 | No |
| 3 | Utility Technicians, Inc | - | - | 1 | 5 | - | \$551,800 | No |
| 4 | Shenandoah General Construction | - | - | 1 | 5 | - | \$680,000 | No |

- **Awarding**

| Result Rank | Name | Knockouts | unanswered question(s) | Uploads missed | Incomplete evaluations | Unanswered buyer questions | Price |
|-------------|--------------------------------|-----------|------------------------|----------------|------------------------|----------------------------|-----------|
| 1 | ENVIROWASTE SERVICES GROUP INC | - | - | 1 | - | - | \$183,800 |

Contracts

There are no contracts added

Comments

No comments