

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** May 15, 2019

**Presenter's Name and Title:** Roy Virgin, PH.D., Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Procurement Director, on behalf of Procurement Department

**Temp. Reso. Number:** 6951

**Item Description:** Temp Reso. #R6951, APPROVING THE AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC, FOR THE PROVISION OF SEWER SYSTEM REHABILITATION SERVICES FOR CAPITAL IMPROVEMENT PROGRAM NO. 52004, IN AN AMOUNT NOT-TO-EXCEED \$500,000 FOR A ONE-YEAR PERIOD, UTILIZING CITY OF POMPANO BEACH, FLORIDA ANNUAL CONTRACT BID NO. L-24-16; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Utilities Director Roy Virgin and Alicia Ayum, Procurement Director)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:**

**Public Notice** – As Required by the Sec. \_\_\_\_\_ of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_, in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_. (Fill in all that apply)

Special Voting Requirement – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_ Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous 4/5ths etc. vote of the City Commission.

**Fiscal Impact:** Yes ☒ No ☐



**REMARKS:** Funding of \$500,000 is available in Utilities CIP Sewer Line Rehabilitation Account No. 410-55-801-535-000-606510-52004, Construction.

**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 6951
  - Exhibit A: City of Pompano Beach, Florida Annual Contract Bid No. L-24-16
  - Exhibit B: Insituform Technologies, LLC Letter
  - Exhibit C: Proposed Agreement with Insituform Technologies, LLC



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners  
**FROM:**  Vernon E. Hargray, City Manager   
**BY:** Roy Virgin, PH.D, Director of Utilities  
**DATE:** May 9, 2019  
**RE:** Temp. Reso. No. 6951, approving the sewer system rehabilitation services agreement with Insituform Technologies, LLC

**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 6951, approving the proposed agreement with Insituform Technologies, LLC ("Insituform") for the provision of sewer system rehabilitation services for Capital Improvement Program No. 52004 in an amount not-to-exceed \$500,000 for a one-year period, utilizing City of Pompano Beach, Florida Annual Contract Bid No. L-24-16.

**ISSUE:** City Commission approval is required for purchases exceeding the \$75,000 per vendor limit, in accordance with Section 2-412(a)(1) of the City Code.

**BACKGROUND:** The City's wastewater collection system provides sewer services to City residents and businesses. The system includes basin areas 0020, 00D, 00G and Basin 001. Basin 0020 is located west of S. Douglas Rd, east of SW 101<sup>st</sup> Ave, south of Miramar Blvd and north of Miramar Pkwy; Basin 00D is located west of 62<sup>nd</sup> Ave, east of Florida Turnpike, south of Miramar Parkway and north of County Line Road/South State Road 7 ("SSR7"); Basin 00G located west of 62<sup>nd</sup> Ave, east of Florida Turnpike, south of Miramar Parkway and north of County Line Road/SSR7; and Basin 001 located west of the Florida Turnpike, east of South University Drive, south of Arbor Drive and south of Miramar Parkway.

There are approximately 68,139 lineal feet of eight-inch gravity sewers, serving 1,586 single-family homes in basins 0020, 00D, 00G and 001. This information is gathered from the Broward County Property Appraiser's parcel and tax roll data using its Geographic Information System.

The City's gravity collection system in the area was constructed using vitrified clay pipes, which are pipes made out of a blend of clay and shale, and subjected to extreme heat to achieve vitrification. Over the years, the condition of the system has deteriorated and is approaching the end of its useful life. As a result, service interruptions can occur from time to time due to pipe failure. Additionally, observed in the basin area is ground water infiltration and inflow, which increases maintenance and operating costs to the system. Rehabilitation of the deteriorated sewer system is therefore necessary to maintain services.

Trenchless technology allows for the restoration of sewer services without excavation. More specifically, to repair leaks and restore collection system integrity, the cured-in-place pipe ("CIPP") method is utilized by inverting a liner into damaged pipes through a manhole or through another existing access point. The CIPP method offers flexibility in both the installation and cure processes by pulling the renewal pipe into place or inverting it with air or water, and by curing it with steam or hot water. Most critically, by removing the need to excavate in order to rehabilitate sewer pipes needing repair, the use of the CIPP method is a cost-effective way to renew the collection system.

The City has an ongoing Capital Improvement Program ("CIP") for the maintenance of the sewer collection system infrastructure. Staff conducted a field inspection and evaluation, prioritizing basin areas 0020, 00D, 00G and 001, thus selecting the areas for the Fiscal Year 2019 ("FY19") CIP. The construction will include televising inspections, cleaning sewer lines, installing CIPP liners, as well as the reinstatement of lateral connections and site restoration.

*City Code Section 2-413(6) provides that services that are the subject of contracts with the State, its political subdivisions or other governmental entities in the State of Florida are exempt from the City's competitive bidding procedures, if the commodities or services are the subject of a contract based strictly on competitive bids or proposals, and not on any preference. Pursuant to this provision of the Code, such utilization of other government agencies' contracts is valid during the term of that contract.*

City of Pompano Beach competitively bid and awarded a contract to Insituform as the solicitation's lowest responsible and responsive bidder, for the provision of sanitary pipeline infrastructure rehabilitation services. City of Pompano Beach, Florida Annual Contract Bid No. L-24-16 with Insituform is for a period of one-year commencing on September 30, 2016, with automatic renewals for (2) two additional one-year renewal options. Insituform is willing to extend the pricing, terms and conditions of that contract to the City, to perform the sewer system rehabilitation in basin areas 0020,00D,00G and 001, in an amount not-to-exceed \$500,000 for a one-year period.

Temp. Reso. No. 6951  
04/08/19  
05/06/19

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC, FOR THE PROVISION OF SEWER SYSTEM REHABILITATION SERVICES FOR CAPITAL IMPROVEMENT PROGRAM NO. 52004, IN AN AMOUNT NOT-TO-EXCEED \$500,000 FOR A ONE-YEAR PERIOD, UTILIZING CITY OF POMPANO BEACH, FLORIDA ANNUAL CONTRACT BID NO. L-24-16; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City's wastewater collection system in basins 0020, 00D, 00G and 001 provide sewer service to City residents and businesses, consisting of approximately 68,139 lineal feet of eight-inch gravity sewers serving 1,586 single-family homes; and

**WHEREAS**, the gravity collection system in this area was constructed using vitrified clay pipe; and

**WHEREAS**, due to the aging and deterioration of the system material, sewer pipes must be repaired to renew and extend their useful life, or be replaced; and

**WHEREAS**, renewal or replacement of the deteriorated sewer system is necessary in order to maintain services and eliminate groundwater infiltration; and

**WHEREAS**, the City has an ongoing Capital Improvement Project ("CIP") for the maintenance of the sewer collection system infrastructure; and

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05/06/19

**WHEREAS**, staff conducted a field inspection and evaluation, prioritizing basin areas 0020, 00D, 00G and 001, thus selecting the areas for the Fiscal Year 2019 (“FY19”) CIP; and

**WHEREAS**, trenchless technology allows for the restoration of sewer services without excavation, and the Cured-in-place pipe (“CIPP”) method can be used to repair leaks and restore collection system integrity; and

**WHEREAS**, City of Pompano Beach, Florida competitively bid and awarded Insituform Technologies, LLC (“Insituform”) Annual Contract Bid No. L-24-16, attached hereto as Exhibit “A,” for the provision of sanitary pipeline infrastructure rehabilitation services using CIPP technology for a term of one year commencing on September 30, 2016, with automatic renewals for two additional one-year renewal options; and

**WHEREAS**, Section 2-413(6) of the City Code exempts goods and services that are the subject of other governmental agencies’ contracts where based strictly on competitive bids from the City’s competitive bidding requirements; and

**WHEREAS**, Insituform is willing to extend the pricing, and terms and conditions provided in City of Pompano Beach, Florida Annual Contract Bid No. L-24-16 to the City, attached hereto as Exhibit “B,” to perform these sewer rehabilitation services in basin areas 0020, 00D, 00G and 001 in an amount not-to-exceed \$500,000 for a one-year period; and

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04/08/19

05/06/19

**WHEREAS**, City Commission approval is required for purchases exceeding the \$75,000 per vendor limit, in accordance with Section 2-412(a)(1) of the City Code; and

**WHEREAS**, the City Manager recommends that the City Commission approve the proposed agreement with Insituform Technologies, LLC, in the form attached as Exhibit "C," for the purchase of sewer system rehabilitation services in an amount not-to-exceed \$500,000 for a one-year period, utilizing city of Pompano Beach, Florida Annual Contract Bid No. L-24-16; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the proposed agreement with Insituform Technologies, LLC, in the form attached hereto as Exhibit "C," for the purchase of sewer system rehabilitation services, in an amount not-to-exceed \$500,000, for a one-year period, utilizing City of Pompano Beach, Florida Annual Contract Bid No. L-24-16.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That it approves the agreement with Insituform Technologies, LLC, for the provision of sewer system rehabilitation services for basin areas 0020,00D,00G and 001, for a one-year contract period in an amount not-to-exceed \$500,000, utilizing City of Pompano Beach, Florida Annual Contract Bid No. L-24-16.

Reso. No. \_\_\_\_\_

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**Section 3:** That the City Manager is authorized to execute an agreement in the form attached as Exhibit "C," together with such non-substantial changes authorized by the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

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04/08/19  
05/06/19

**Section 5:** That this Resolution shall become effective upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have  
approved this RESOLUTION  
as to form:

\_\_\_\_\_  
City Attorney  
Weiss Serota Helfman  
Cole & Bierman, P.L

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Vice Mayor Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

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



**AGREEMENT**

THIS AGREEMENT is dated as of the 30<sup>th</sup> day of September in the year 2016 by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter call OWNER) and Insituform Technologies (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sizes (8" - 72" diameter) of sanitary sewer gravity mains and storm sewer lines with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable City and industry standards. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Storm drain and sanitary sewer cleaning
- Storm drain and sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Cured in Place Pipe Rehabilitation, Annual Contract Bid L-24-16

**Article 2. OWNER'S AGENT**

Owner designates the Wastewater Collection Supervisor as owner's agent for the Wastewater portions of this contract and the Stormwater Collection Supervisor for the Stormwater portions of this contract. Owner authorizes owner's agent to communicate with contractor, to inspect the work from time to time, to receive invoices from contractor, and to approve invoices for payment by owner.

**Article 3. CONTRACT TIME**

The term of the agreement will be for a period of one (1) year with automatic renewals for (2) two additional (1) one-year periods subject to satisfactory performance, and determination that renewal

will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. The General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period.

#### **Article 4. LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred and 00/100 dollars (\$200.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred and 00/100 (\$100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment.

#### **Article 5. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

#### **Article 6. PAYMENT PROCEDURES**

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by OWNER'S AGENT as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S AGENT, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and

such amounts as OWNER'S AGENT shall determine, or OWNER may withhold, accordance with the GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

6.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as OWNER'S AGENT shall determine, or OWNER may withhold, in accordance with the GENERAL CONDITIONS.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by OWNER'S AGENT as provided in said GENERAL CONDITIONS.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given OWNER'S AGENT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER'S AGENT is acceptable to CONTRACTOR.

#### **Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Performance and other Bonds, identified as exhibits Performance and Payment Bond.
- 8.3 Notice of Award
- 8.4 General Conditions
- 8.5 Supplementary Conditions
- 8.6 Specifications
- 8.7 Addenda numbers One to Two inclusive
- 8.8 Contractor's Bid pages.
- 8.9 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of one (1) page.
- 8.10 The insurance certificate detailing terms and provisions of coverage as required by the bid and approved by the City of Pompano Beach Risk Manager.
- 8.11 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8.

The Contract Documents may only be amended, modified or supplemented as provided in the GENERAL CONDITIONS.

#### **Article 9. MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

Witnesses:

Betty J. Moses  
Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]  
Lamar Fisher, Mayor

By: [Signature]  
Dennis W. Beach, City Manager

Attest:

[Signature]  
Asceleta Hammond, City Clerk

(SEAL)

Approved as to form:

[Signature]  
Mark E. Berman, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 20\_\_ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

[Signature]

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



**Insituform®**  
an AEGION company

9001 NW 97<sup>th</sup> Terrace  
Suite F  
Medley, FL 33178  
[www.insituform.com](http://www.insituform.com)

Andrew Costa  
Vice President of Sales  
East Region

*Insituform Technologies, LLC is a subsidiary of Aegion Corporation*

Phone: 813-309-0385  
Fax: 813-627-0006  
Email: [acosta@aegion.com](mailto:acosta@aegion.com)

February 5, 2019

Mr. Marcelin Denis  
City of Miramar  
13900 Pembroke Road  
Miramar, FL 33027

**Re: FY2019 Rehabilitation Piggyback from City of Pompano Beach Contract**

Mr. Denis,

Thank you for the opportunity of the FY2019 projects. It is our pleasure to offer the terms and conditions of Insituform's annual contract with the City of Pompano Beach to the City of Miramar. By "piggybacking" this contract the pricing, terms and conditions of the contract are extended to you.

Please find enclosed a copy of City of Pompano Beach Cured in Place Pipe Rehabilitation - Annual Contract Bid L-24-16, which runs through the end of September, 2019. We are eager and excited to continue our work with the City of Miramar and look forward to another successful project together.

Should you have any questions or need any additional information on my end, please don't hesitate to contact me at any time.

Kind Regards,

Andrew Costa  
Vice President of Sales, East Region

(Enclosure)

**CITY OF MIRAMAR AGREEMENT FOR SEWER LINE REHABILITATION  
SERVICES  
(Piggyback Competitive Award)**

This Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and Insituform Technologies, LLC, whose address is 17988 Edison Avenue Chesterfield, MO 63005 (the "Contractor"), individually referred to herein as a "Party" and jointly referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the Contractor wishes to enter into this Agreement with City to provide to the City cured-in-place ("CIP") trenchless technologies and related services within basin areas 0020, 00D, 00G and 001 located within the City; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Pompano Beach, Florida and the Contractor as set forth in the City of Pompano Beach, Florida Contract No. L-24-16 (the "Contract"); and

**WHEREAS**, City Code of Ordinances ("Code") Section 2-413(6) authorizes the City to utilize the contracts of other governmental agencies in the State of Florida, without resort to the City's standard competitive procurement procedures, provided that the contract to be utilized is based strictly on competitive bids or proposals, and not on any preference; and



**WHEREAS**, on April 3, 2019 the City Commission adopted Resolution No. 19-\_\_\_\_, approving and authorized execution of this Agreement utilizing the Contract.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1. Term.** The term of this Agreement commences upon full execution hereof and continues through for one year, unless terminated earlier by its terms.

**Section 2. Contract Terms.** The Contractor agrees to provide the City sewer rehabilitation services, including labor, materials, permits and licenses, as required to restore and repair basin 0020, 00D, 00G and 001 in the City, with the application of CIP liner inside the existing pipes, reinstatement of all lateral connections as necessary, site restoration and related services as set forth in the Contract, and the rates and terms, set forth Contractor's proposal to the City dated February 5, 2019 (the "Proposal") attached hereto Exhibit "A." These services are hereafter referred to as the "Work." The Contract and the exhibits hereto are incorporated into this Agreement for all purposes (collectively, the "Contract Documents") and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, Exhibit "A," and the Contract.

**Section 3. Additional Provisions.** The following additional provisions are made applicable to this Agreement:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before

providing any such services. For these purposes, Utilities Interim Director Dr. Roy Virgin (or his designated representative) shall be the City Representative, and may be reached at 954-883-5065.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The "City of Miramar" shall be deemed substituted for "City of Pompano Beach, Florida" with regard to any and all provisions of the Contract, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the Contract (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City. Contractor shall complete the work in accord with the contract documents.

E. The Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this

Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

6. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

#### **F. SCRUTINIZED COMPANIES.**

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

F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 4. Open-End Contract.** The Contractor acknowledges that this Agreement is an open-end contract. Accordingly, no guarantee is expressed or implied as to the total quantity of commodities/services to be purchased hereunder or under any renewal. The City reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order to Contractor, or use another contractor for the same or similar services. No purchase hereunder is authorized without a written order by the City containing the quantity, time of delivery and other pertinent data. Notwithstanding the foregoing, for items urgently required, the Contractor may be given telephone notice, to be confirmed by an order in writing.

**Section 5. Assignment.** Neither Party may assign its rights or obligations under this Agreement without the consent of the other.

**Section 6. Jurisdiction and Venue.** The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

**Section 7. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida, Florida 33025

Copy to: Jamie Alan Cole, Esq.  
City Attorney  
Weiss, Serota, Helfman, Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale,

For Contractor: Insituform Technologies, LLC,  
17988 Edison Avenue  
Chesterfield, MO 63005

**Section 8. Severability.** This Agreement sets forth the entire Agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**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 above written.

**CITY: City of Miramar**

By: \_\_\_\_\_  
Vernon E. Hargray, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
FOR THE USE OF AND RELIANCE  
BY THE CITY OF MIRAMAR ONLY:

By: \_\_\_\_\_  
City Attorney  
Weiss Serota Helfman  
Cole & Bierman, P.L.

By: \_\_\_\_\_  
Denise Gibbs, City Clerk

Date: \_\_\_\_\_

(Continued on next page)

**CONTRACTOR:  
INSITUFORM TECHNOLOGIE, LLC**

By: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_

\_\_\_\_\_  
TITLE

Date: \_\_\_\_\_

Date: \_\_\_\_\_