

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

**Meeting Date:** November 13, 2019

**Presenter's Name and Title:** Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

**Prepared By:** Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

**Temp. Reso. Number:** 7056

**Item Description:** Temp. Reso. #7056, APPROVING THE ANNUAL PURCHASE OF LIQUID POLYMER FROM POLYDYNE, INC. FOR THE WASTEWATER RECLAMATION FACILITY, IN A TOTAL AMOUNT NOT-TO-EXCEED \$150,000 FOR FISCAL YEAR 2020; AND APPROVING THE THIRD ONE-YEAR RENEWAL OPTION FOR THE PERIOD COMMENCING ON NOVEMBER 23, 2019. (Roy Virgin, Ph.D., Director of Utilities and Alicia Ayum, Director of Procurement).

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 by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Funding of \$150,000 is available in Utilities, GL-Account 410-55-555-535-000-605280 Entitled “Wastewater Reclamation Facility – Chemicals”.


**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7056
- Exhibit A: Third One-Year Renewal Agreement.
- Attachment(s)
  - Attachment 1: Original Contract with Polydyne, Inc.
  - Attachment 2: Second One-Year Renewal Resolution No. 19-37.



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Vernon E. Hargray, City Manager 

**BY:** Roy L. Virgin, Ph.D., Director of Utilities and Jinsheng Huo, Ph.D., P.E.,  
BCEE, Assistant Director of Utilities

**DATE:** November 7, 2019

**RE:** Temp. Reso. No. 7056, approving the annual purchase of liquid polymer from Polydyne, Inc.

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7056, approving the purchase of Liquid Polymer from Polydyne, Inc. for the Wastewater Reclamation Facility in an annual amount not-to-exceed \$150,000 and approving the third one-year renewal option for the period commencing on November 23, 2019.

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

**BACKGROUND:** The City of Miramar Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility (WWRF). Treatment processes at the WWRF generate biosolids, also known as "sludge," which must be hauled for disposal to a site approved by the Florida Department of Environmental Protection. Liquid polymer is used to lower hauling costs by reducing the water content and therefore the weight of the sludge prior to being hauled off-site.

On November 23, 2015, the City Commission adopted Resolution No. 16-33, approving the award of Invitation for Bids ("IFB") No. 15-020 for the purchase of liquid polymer Clarifloc SE-1416 from Polydyne, Inc., for an initial term of two years with three additional one-year renewal options. The initial term of the Agreement expired on November 22, 2017, and the City is seeking to execute the third annual renewal option commencing on November 23, 2019 and expiring on November 22, 2020.

The estimated amount of liquid polymer needed at the WWRF is approximately 136,000 pounds per year. At \$1.10 per pound, the estimated expenditures for Fiscal Year 2020 (FY20) is \$150,000.

The City Manager recommends that the City Commission approve the annual purchase of liquid Polymer Clarifloc SE-1416, in accordance with the terms and conditions of the Agreement with Polydyne, Inc., for an amount not-to-exceed \$150,000 in FY20, and approval of the third one-year renewal option for the period commencing on November 23, 2019.

Temp. Reso. No. 7056  
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11/5/19

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF LIQUID POLYMER FROM POLYDYNE, INC., FOR THE WASTEWATER RECLAMATION FACILITY, IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$150,000 FOR FISCAL YEAR 2020, AND APPROVING THE THIRD ONE-YEAR RENEWAL OPTION FOR THE PERIOD COMMENCING ON NOVEMBER 23, 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility (WWRF); and

**WHEREAS**, the WWRF generates biosolids, also known as “sludge,” which must be hauled for disposal to a site approved by the Florida Department of Environmental Protection; and

**WHEREAS**, liquid polymer is used to lower hauling costs by reducing the water content and therefore the weight of the sludge prior to being hauled off-site; and

**WHEREAS**, on November 23, 2015, the City Commission adopted Resolution No. 16-33, approving the award of Invitation For Bids (“IFB”) No. 15-020 for the purchase of liquid Polymer Clarifloc SE-1416 from Polydyne, Inc., for a term of two years with three additional one-year renewal options; and

**WHEREAS**, the initial two-year term of the agreement expired on November 22,

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

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2017; the second one-year renewal option was approved by Resolution No. 19-37 on November 28, 2018; and

**WHEREAS**, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

**WHEREAS**, the total purchase of \$150,000 for chemicals exceeds the \$75,000 per vendor limit and City Commission approval is required; and

**WHEREAS**, the City Manager recommends the approval of expenditures with Polydyne, Inc. for the continued provision of supplying liquid polymer to WWRF, in the amount not-to-exceed \$150,000 for Fiscal Year 2020, and to exercise the third one-year renewal option, commencing on November 23, 2019; 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 expenditures and authorize the City Manager to execute the third renewal agreement with Polydyne, Inc. in substantial conformity with the original agreement.

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

Temp. Reso. No. 7056

10/15/19

11/5/19

**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 the City Commission approves expenditures with Polydyne, Inc. for the continued provision of supplying liquid polymer, in an amount not-to-exceed \$150,000 for FY 2020, and approves the third one-year renewal option for the period beginning November 23, 2019, in substantial conformity with the original agreement, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution

**Section 4:** That this Resolution shall become effective upon adoption.

Temp. Reso. No. 7056  
10/15/19  
11/5/19

**PASSED AND ADOPTED** this \_\_\_\_\_ day of November, 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,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

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

**Voted**

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

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

**THIRD RENEWAL AGREEMENT FOR  
LIQUID POLYMER PURCHASE**

This Agreement (the "Third Renewal Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Miramar (hereinafter "City") and Polydyne Inc. (hereinafter "Provider").

**RECITALS:**

**WHEREAS**, on November 23, 2015, the City Commission adopted Resolution No. 16-33, approving the award of Invitation For Bid No. 15-020 (the "IFB") and the execution of an Agreement (the "Original Agreement") for purchase of liquid polymer with the Provider for an initial term of two years with three additional one-year renewal options; and

**WHEREAS**, the initial two-year term of the Original Agreement was effective on November 23, 2015, and expires on November 22, 2017; and

**WHEREAS**, on November 1, 2017, the City Commission adopted Resolution No. 18-18, approving the renewal of the Original Agreement for the first one-year renewal period, commencing on November 23, 2017 and expiring on November 22, 2018, subject to continuation of the same terms and conditions of the Original Agreement, as amended by the First Renewal Agreement, including without limitation pricing; and

**NOW, THEREFORE**, the parties, in consideration of the mutual promises and covenants contained in this Three Renewal Agreement, and the Original Agreement agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Third Renewal Agreement.



2. The Third Renewal Agreement shall be renewed for the third one-year renewal period, commencing on November 23, 2019 and expiring on November 22, 2020 at the price of \$1.10 per pound.

3. All covenants, terms and conditions contained in the Original Agreement, shall remain in full force and effect through the first renewal term.

4. Public Records: Provider shall comply with The Florida Public Records Act as follows:

- a. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
- b. Upon request by City's records custodian, provide 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.
- c. 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.
- d. 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 Provider shall be delivered by Provider to City, at no cost to City, within seven days. All records stored electronically by Provider shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, Provider shall destroy any and all

duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

- e. Provider'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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'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.**

5. 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 City. Any compensation due to Provider shall be withheld until all documents are received as provided herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Renewal Agreement to be executed by their respective officials duly authorized to execute same, on the dates indicated below.

**THE CITY OF MIRAMAR**

ATTEST:

\_\_\_\_\_  
City Clerk

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

Dated: \_\_\_\_\_

Approved as to legal form and sufficiency  
for the use of and reliance by the City of  
Miramar only:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**PROVIDER**  
**Polydyne, Inc.**

WITNESS:

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

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

Print Name:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

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

(CORPORATE SEAL)

**AGREEMENT  
BETWEEN  
THE CITY OF MIRAMAR  
AND  
POLYDYNE, INC.  
FOR LIQUID POLYMER PURCHASE**

This Agreement is entered into this 23 day of November, 2015, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

POLYDYNE, INC., a Georgia corporation with its principal business address located at 1 Chemical Plant Road, Riceboro, GA 31323, hereinafter referred to as the "Contractor".

**WHEREAS**, the City issued Invitation for Bids (IFB) No.15-020; and all of its terms and conditions, including definitions, are incorporated herein; and

**WHEREAS**, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City; and

**WHEREAS**, on November 23, 2015, the City Commission approved the award of IFB No. 15-020, through the adoption of Resolution No. 16-33 to Contractor to supply liquid polymer.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Contractor agree as follows:

**SECTION 1  
DEFINITION**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes and have the meanings indicated in the IFB or in the General Terms and Conditions attached hereto and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

## **SECTION 2**

### **SCOPE OF SERVICES**

Contractor agrees to provide the following Goods and Associated Services to the City during the term of this Agreement:

This Agreement is subject to and Contractor shall provide Goods and Associated Services in accordance with the specifications, terms, conditions and requirements of City of Miramar Invitation for Bids (IFB) No. 15-020, the Contractor's Bid as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Agreement, the IFB and the Proposal, the conflict shall be resolved in the following order of priority: terms of this Agreement; terms of the IFB; terms of the Bid.

#### **Estimates/Quotations:**

All requests for related Goods and/or Associated Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed.

#### **Purchase Orders:**

1. The Contractor shall not perform or begin any Work without prior written authorization and an approved Purchase Order from the City.
2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City of Miramar Purchase Order for the Work shall constitute a term of default, and authorization for payment shall be denied.

## **SECTION 3**

### **PAYMENT**

The Provider shall submit periodic invoices for the Goods and Associated Services to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

**SECTION 4**  
**TERM OF AGREEMENT**

The term of this Agreement shall be for a period of two years, commencing on the date this Contract is executed by both parties, with three successive City options to renew for additional one year terms, unless terminated earlier pursuant to Section ~~4~~<sup>5</sup> of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days. ENE

**SECTION 5**  
**TERMINATION OF AGREEMENT**

The City may terminate this Agreement for convenience by giving the Contractor 30 days written notice. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

**SECTION 6**  
**INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

**SECTION 7**  
**INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

**SECTION 8**  
**NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

## **SECTION 9** **INSURANCE**

Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

### **Minimum Limits of Insurance**

Contractor shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident.
3. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
4. Workers' Compensation: Statutory.

### **Required Insurance Endorsements**

The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy as respects liability arising from Work or operations performed by or on behalf of the Contractor.

2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation against the City by policy endorsement for loss, damage, claims, suits or demands, whosoever caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and

indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

#### **SECTION 10** **MISCELLANEOUS**

Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the services specified herein.

#### **SECTION 11** **AUDIT AND INSPECTION RIGHTS**

- 10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

#### **SECTION 12** **AMENDMENTS AND ASSIGNMENT**

- 11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged



herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

- 11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

### **SECTION 13**

### **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

### **SECTION 14**

### **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

#### **FOR CONTRACTOR:**

Boyd Stanley  
Business Director  
Polydyne Inc.  
One Chemical Plant Road  
Riceboro, GA 31323  
Telephone: (912) 880-2035  
Facsimile: (912) 880-2078  
Email: PolyBidDpt@snfhc.com

#### **FOR CITY:**

Kathleen Woods- Richardson  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Facsimile: (954) 602-3672

With A Copy to:

Jamie Alan Cole, Esquire  
City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: 954-763-4242  
Facsimile: 954-764-7770

#### **SECTION 15** **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

#### **SECTION 16** **PUBLIC RECORDS**

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

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 City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as

provided herein. 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.

**SECTION 17**  
**HEADINGS, CONFLICT OF PROVISIONS,**  
**WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**SECTION 18**  
**SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

**SECTION 19**  
**SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect upon termination of this Agreement.

**SECTION 20**  
**ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

**SECTION 21**  
**JOINT PREPARATION**


The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its Vice President, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

  
Denise Gibbs, City Clerk

By:   
Kathleen Woods-Richardson, City Manager

This day 20 of January, 2015.b

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

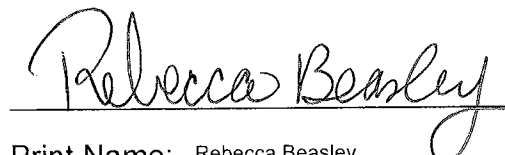
 12/8/15

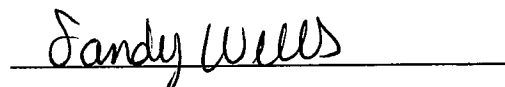
  
City Attorney  
Weiss Serota Helfman  
Cole & Bierman, P.L.


**BNE**

CONTRACTOR

WITNESSES:

  
Print Name: Rebecca Beasley

  
Print Name: Sandy Wells

By:   
Mark Schlag, Vice-President

Date: December 1, 2015

Temp. Reso. No. 6857  
10/10/18  
11/08/18

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. 19-37**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE SECOND ONE-YEAR RENEWAL OPTION WITH POLYDYNE, INC. FOR THE PERIOD COMMENCING ON NOVEMBER 23, 2018, FOR THE PURCHASE OF LIQUID POLYMER FROM POLYDYNE, INC., FOR THE WASTEWATER RECLAMATION FACILITY, IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$150,000 FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"); and

**WHEREAS**, the WWRF generates bio-solids, also known as "sludge," which must be hauled for disposal to a site approved by the Florida Department of Environmental Protection; and

**WHEREAS**, liquid polymer is used to lower hauling costs by reducing the water content and therefore the weight of the sludge prior to being hauled off-site; and

**WHEREAS**, on November 23, 2015, the City Commission adopted Resolution No. 16-33, approving the award of Invitation For Bids ("IFB") No. 15-020 for the purchase of liquid Polymer Clarifloc SE-1416 from Polydyne, Inc., for a term of two years with three additional one-year renewal options; and

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10/10/18  
11/08/18

**WHEREAS**, the initial two-year term of the agreement expired on November 22, 2017; and

**WHEREAS**, the City Manager recommends the approval of the second one-year renewal option, commencing on November 23, 2018 with Polydyne, Inc., for the continued provision of supplying liquid polymer to WWRF, in the amount not-to-exceed \$150,000 for Fiscal Year 2019 ("FY19"); 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 second one-year renewal option, commencing on November 23, 2018 with Polydyne, Inc., for the continued provision of supplying liquid polymer to WWRF, in the amount not-to-exceed \$150,000 for Fiscal Year 2019 ("FY19").

**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 the City Commission approves the second one-year renewal option, commencing on November 23, 2018 with Polydyne, Inc., for the continued provision of supplying liquid polymer to WWRF, in the amount not-to-exceed \$150,000

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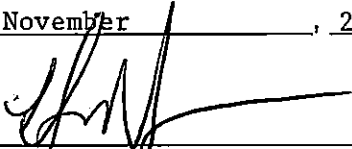
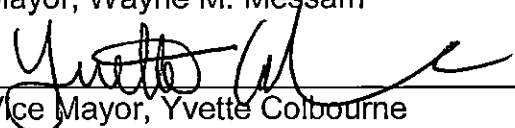
for Fiscal Year 2019 ("FY19"), in substantial conformity with the second renewal agreement, attached hereto as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution

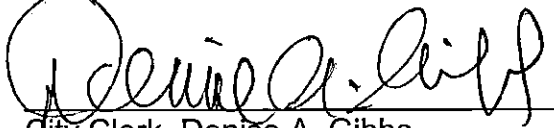
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**Section 4:** That this Resolution shall become effective upon adoption.

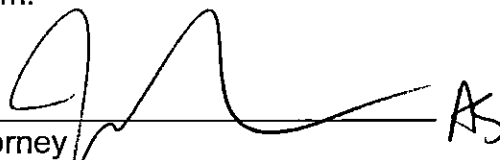
**PASSED AND ADOPTED** this 28 day of November, 2018.

  
\_\_\_\_\_  
Mayor, Wayne M. Messam  
  
\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

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.

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Winston F. Barnes	<u>Yes</u>
Commissioner Maxwell B. Chambers	<u>Yes</u>
Vice Mayor Yvette Colbourne	<u>Absent</u>
Commissioner Darline B. Riggs	<u>Yes</u>
Mayor Wayne M. Messam	<u>Yes</u>



**SECOND RENEWAL AGREEMENT FOR  
LIQUID POLYMER PURCHASE**

This Agreement (the "Second Renewal Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Miramar (hereinafter "City") and Polydyne Inc. (hereinafter "Provider").

**RECITALS:**

**WHEREAS**, on November 23, 2015, the City Commission adopted Resolution No. 16-33, approving the award of Invitation For Bid No. 15-020 (the "IFB") and the execution of an Agreement (the "Original Agreement") for purchase of liquid polymer with the Provider for an initial term of two years with three additional one-year renewal options; and

**WHEREAS**, the initial two-year term of the Original Agreement was effective on November 23, 2015, and expired on November 22, 2017; and

**WHEREAS**, on November 1, 2017, the City Commission adopted Resolution No. 18-18, approving the renewal of the Original Agreement for the first one-year renewal period, commencing on November 23, 2017 and expiring on November 22, 2018 ("First Renewal Agreement"), subject to continuation of the same terms and conditions of the Original Agreement, as amended by the First Renewal Agreement, including without limitation pricing; and

**NOW, THEREFORE**, the parties, in consideration of the mutual promises and covenants contained in this Second Renewal Agreement, and the Original Agreement agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Second Renewal Agreement.

2. The Second Renewal Agreement shall be renewed for the second one-year renewal period, commencing on November 23, 2018 and expiring on November 22, 2019.

3. All covenants, terms and conditions contained in the Original Agreement, shall remain in full force and effect through the first renewal term.

4. Public Records: Provider shall comply with The Florida Public Records Act as follows:

- a. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
- b. Upon request by City's records custodian, provide 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.
- c. 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.
- d. 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 Provider shall be delivered by Provider to City, at no cost to City, within seven days. All records stored electronically by Provider shall be delivered to City in a format that is compatible with City's information technology systems. Once the

public records have been delivered to City upon completion or termination of this Agreement, Provider shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

- e. Provider'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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'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.**

- f. 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 City. Any compensation due to Provider shall be withheld until all documents are received as provided herein.

5. **SCRUTINIZED COMPANIES.**

- A. 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.
- B. 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.

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

D. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Renewal Agreement to be executed by their respective officials duly authorized to execute same, on the dates indicated below.

**THE CITY OF MIRAMAR**

ATTEST:

\_\_\_\_\_  
City Clerk

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

Dated: \_\_\_\_\_

Approved as to legal form and sufficiency  
for the use of and reliance by the City of  
Miramar only:

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

**PROVIDER**  
**Polydyne, Inc.**

WITNESS:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

(CORPORATE SEAL)

**Certificate of Filing for a Resolution**

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 19-37 was filed in the records of the City Clerk this 4<sup>th</sup> day of December, 2018.

A handwritten signature in black ink, appearing to read "Denise A. Gibbs", written over a horizontal line.

Print Name: Denise A. Gibbs

Print Title: City Clerk