

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

Meeting Date: September 2, 2020

Presenter's Name and Title: Roy Virgin, Ph.D. 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: 7245

Item Description: Temp Reso. No. 7245, APPROVING THE FIRST ONE-YEAR RENEWAL OPTION WITH H&H LIQUID SLUDGE DISPOSAL, INC. FOR HAULING AND DISPOSAL OF DOMESTIC SLUDGE FOR THE PERIOD COMMENCING ON OCTOBER 9, 2020 THROUGH OCTOBER 8, 2021; IN AN AMOUNT NOT-TO-EXCEED \$497,000; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Utilities Director Roy Virgin and Procurement Director Alicia Ayum).

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 \$497,000 will be available in FY2021 Utilities, GL-Account 410-55-555-535-000-603400 Entitled “Wastewater Reclamation Facility – Contractual Services”.

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7245
 - Exhibit A: First One-Year Renewal Agreement
- Attachment(s)
 - Attachment 1: Original Contract with H&H Liquid Sludge Disposal Inc.
 - Attachment 2: Resolution No. 19-02 for the Original Contract



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

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

BY: Roy L. Virgin, Ph.D., Director of Utilities

DATE: August 27, 2020

RE: Temp. Reso. No. 7245 First One-Year Renewal Option with H&H Liquid Sludge Disposal, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7245, Approving the first one-year renewal option with H&H Liquid Sludge Disposal, Inc. for Hauling and Disposal of Domestic Sludge for the period commencing on October 9, 2020 through October 8, 2021, in an amount not-to-exceed \$497,000.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1) and for the renewal of an agreement that was entered into pursuant to approval of the City Commission per Section 2-412 (d).

BACKGROUND: The City of Miramar Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"). The treatment processes at the Wastewater Reclamation Facility produce bio-solids, also known as "sludge." Under Florida law, sludge disposal must meet the requirements established by the Florida Department of Environmental Protection ("FDEP"). Those regulations necessitate the procurement of sludge hauling services for the transportation of sludge to land application sites approved by the FDEP, in accordance with Chapter 62-640 of the Florida Administrative Code.

DISCUSSION: On October 3, , 2018, the City Commission Resolution No. 19-02 approved the award of invitation for bids ("IFB") No. 18-017 for hauling & disposal services of domestic waste sludge at WWRF to H&H Liquid Sludge Disposal, Inc. for an initial two year term with three (3) optional one-year renewal periods. This item will use the first of three one-year renewal options commencing on October 9, 2020 through October 8, 2021 in an amount not-to-exceed \$497,000.

ANALYSIS: This agreement renewal is needed to for the critical operation and maintenance of the Wastewater Reclamation Facility to dispose the generated sludge per regulation requirements.

Funding of \$497,000 will be available in FY2021 Utilities, GL-Account 410-55-555-535-000-605280 Entitled "Wastewater Reclamation Facility – Chemicals".

Temp. Reso. No. 7245
7/29/20
8/26/20

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST ONE-YEAR RENEWAL OPTION WITH H&H LIQUID SLUDGE DISPOSAL, INC. FOR HAULING AND DISPOSAL OF DOMESTIC SLUDGE FOR THE PERIOD COMMENCING ON OCTOBER 9, 2020 THROUGH OCTOBER 8, 2021; IN AN AMOUNT NOT-TO-EXCEED \$497,000; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; 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 ("FDEP"); and

WHEREAS, on October 3, 2018, the City Commission Resolution No. 19-02 approved the award of invitation for bids ("IFB") No. 18-017 for hauling & disposal services of domestic waste sludge at WWRF to H&H Liquid Sludge Disposal, Inc. for an initial two year period with three (3) optional one-year renewal periods; and

WHEREAS, the City Manager recommends that the appropriate City officials approve the first of three one-year renewal options commencing on October 9, 2020 through October 8, 2021, in an amount not to exceed \$497,000; and

Reso No. _____

Temp. Reso. No. 7245
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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 approval of the City Commission is also required for the renewal of an agreement that was entered into pursuant to the approval of the City Commission; 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 first of three one-year renewal options, and to authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit "A", attached hereto; and

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 first of three one-year renewal options with H&H Liquid Sludge Disposal, Inc.

Section 3: That the City Manager is authorized to execute the First Renewal Agreement with H&H Liquid Sludge Disposal, Inc.

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.

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

Temp. Reso. No. 7245
7/29/20
8/26/20

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Maxwell B. Chambers

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

Voted

Reso. No. _____

**RENEWAL AGREEMENT FOR
HAULING AND DISPOSAL OF DOMESTIC WASTE SLUDGE AT THE
CITY OF MIRAMAR WASTEWATER RECLAMATION FACILITY**

This Renewal Agreement (the "First Renewal Agreement") is entered into this [REDACTED] day of [REDACTED], 2020, between the City of Miramar (hereinafter the "City") and H & H Liquid Sludge Disposal, Inc. (hereinafter the "Provider").

RECITALS:

WHEREAS, on October 3, 2018, the City Commission adopted Resolution No. 19-02, approving the award and execution of Hauling and Disposal of Domestic Waste Sludge at the City of Miramar Wastewater Reclamation Facility (the "Original Agreement") with the Provider for an initial term of two years with three additional one-year renewal options; and

WHEREAS, the commencement date of the initial two-year term of the Original Agreement was effective on 10/08/2018, and expires on 10/08/2020; and

WHEREAS, on September 2, 2020, the City Commission adopted Resolution No. [REDACTED], approving the first of three optional one year renewals of the Original 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 the Original Agreement and in this Renewal Agreement, agree as follows:

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

2. The Agreement shall be renewed for the first one-year renewal period, commencing on 10/09/2020 and expiring on 10/08/2021.

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

4. 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 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.

6. Scrutinized Companies

a. Provider 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.

7. All other covenants, terms, and conditions contained in the Amended Agreement, including but not limited to the rate and/or amount of compensation, shall remain in full force and effect through the first renewal term.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First 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

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

(CORPORATE SEAL)

EXHIBIT A

SECTION 4**AGREEMENT****BETWEEN****THE CITY OF MIRAMAR****AND****H&H Liquid Sludge Disposal, Inc.****HAULING AND DISPOSAL OF DOMESTIC SLUDGE AT THE CITY OF MIRAMAR
WASTEWATER RECLAMATION FACILITY**

This Agreement (or "Contract") is entered into this 3rd day of October, 2018, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

H&H Liquid Sludge Disposal, Inc., a corporation with its principal business address located at 6990 US Highway 27 Brandford FL 32008, hereinafter referred to as "Contractor".

WHEREAS, the City issued Invitation for Bid (IFB) No. 18-017 for HAULING AND DISPOSAL OF DOMESTIC SLUDGE; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was the most advantageous to the City for service locations as specified: 13900 Pembroke Road, Miramar FL 33027; and

WHEREAS, on _____, 2018, the City Commission approved the award of the IFB to the Contractor H&H Liquid Sludge Disposal, Inc.

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

SECTION 1

SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement on an as needed, non-exclusive basis:

This Agreement is subject to, and Contractor shall provide services in accordance with, the scope of services, terms, conditions and requirements of City of Miramar Invitation for Bid (IFB) No. 18-017, 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 contract, the Bid and the Bid response, the conflict shall be resolved in the following order of priority: terms of this contract; terms of the Bid; terms of the Bid Response.

Provider represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

Purchase Orders:

The Provider shall not perform or begin any work without prior written authorization from the Utilities Department, as well as an approved purchase order authorizing services.

Failure of the provider to adhere to the City's purchasing protocol, - working without having an official City of Miramar purchase order for the work, shall constitute a default, and authorization for payment shall be denied.

SECTION 2

COMPENSATION

The Provider shall submit periodic invoices for the goods and services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed thirty (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 thirty (30) days after receipt of Provider'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 3
TERM OF AGREEMENT

The term of this Agreement shall commence upon the date this Contract is executed by both parties, and shall run for two years, with the City having the option to renew the Agreement, on an annual basis, for up to three additional one year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a ninety (90) day extension of this Agreement in accordance with its terms and conditions; and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of one hundred eighty (180) days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor thirty calendar (30) days written notice. City may terminate this Agreement for cause by giving the Contractor five (5) calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. 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 5
INDEPENDENT CONTRACTOR

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 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 6
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 at all levels through appeal, 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.

Nothing in this agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 7 **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 8 **INSURANCE**

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, including any required certificate(s) of endorsement.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

	<u>PER OCCURRENCE</u>	<u>AGGREGATE</u>
General Liability	\$1,000,000	\$2,000,000
Professional Liability	\$500,000	\$1,000,000

Worker's Compensation Statutory Amount

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 and endorsement. 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. Contractor's liability insurance policies shall be endorsed to add the City as an additional insured. 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 thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9
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.

Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

SECTION 10
AUDIT AND INSPECTION RIGHTS

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

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 11
AMENDMENTS AND ASSIGNMENT

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.

No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE; PREVAILING PARTY

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 13
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:

Steve Hacht
H&H LSD, Inc.
P.O. Box 390
Branford, FL 32008
(800) 653-0386

FOR CITY:

Vernon E. Hargray
Interim 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 A. Cole, Esq.
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 14
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 15
PUBLIC RECORDS

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

1. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
2. 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.
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.
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 Contractor shall be delivered by Contractor to City, at no cost to City, within seven days. All records stored electronically by Contractor 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, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO**

EXHIBIT A

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011,
dagibbs@miramarfl.gov OR BY MAIL: City of Miramar – City Clerk’s
Office, 2300 Civic Center Place, Miramar, FL 33025.**

- A. 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 Contractor shall be withheld until all documents are received as provided herein.

SECTION 16 **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.

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 20
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 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 President, attested to and duly authorized to execute same.

ATTEST:

CITY

CITY OF MIRAMAR

For

By:

Vernon E. Hargray, Interim City Manager

for Nancy N. Banta-Jones
Denise Gibbs, City Clerk

This day of 10/8/18, 2018.

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

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

The current sludge hauling contract (#258)
with Synagro South, LLC expires in mid-
October.

Therefore, the Utilities Department is
respectfully requesting that this
agreement with H&H Liquid Sludge
Disposal, Inc. is executed at the dais on
October 3, 2018.

CONTRACTOR

WITNESSES:

Katie Matthews

Print Name: Katie Matthews

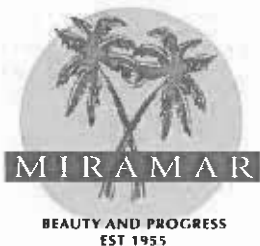
Sheila Morrison

Print Name: Sheila Morrison

By:

[Signature]
Steve Hacht, President
H&H LSD, Inc.

Date: 9/28/2018



CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Winston F. Barnes

City Commission

Maxwell B. Chambers

Yvette Colbourne

Darline B. Riggs

Interim City Manager

Vernon Hargray

"We're at the
Center of Everything"

PROCUREMENT DEPT.
c/o City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Phone (954) 602-3053
FAX (954) 602-3458

September 6, 2018

NOTICE OF INTENT TO AWARD FOR IFB No. 18-017, HAULING AND DISPOSAL OF DOMESTIC WASTE SLUDGE AT THE CITY OF MIRAMAR'S WASTEWATER RECLAMATION FACILITY

On August 2, 2018, IFB No. 18-017 closed with a total of three (3) bids. City staff reviewed the bids and a recommendation for award will be made to the lowest responsive, responsible Bidder, **H&H LIQUID SLUDGE DISPOSAL, INC. at P.O. BOX 390, BRANFORD, FL 32008.**

This Notice of Intent to Award is being posted as of September 6, 2018. A protest must be filed within five (5) business days of posting or any right to protest is forfeited and recommendation for award of the contract will be made to the City Commission.

Please be advised that recommendation for award will be made to the City Commission on October 3, 2018.

Yours truly,

Adriel Brown
Procurement Coordinator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RRL Insurance Agency 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	CONTACT NAME: Tara Carney PHONE (A/C No. Ext): 800-407-4077 E-MAIL ADDRESS: tcarney@rrl-ins.com FAX (A/C No.): 321-752-7980														
INSURED H & H Liquid Sludge Disposal, Inc. P.O. Box 390 Branford FL 32008	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Lloyds of London</td><td></td></tr><tr><td>INSURER B : American Interstate Insurance Company</td><td>31895</td></tr><tr><td>INSURER C : Markel American Ins. Co.</td><td>28932</td></tr><tr><td>INSURER D : NAVIGATORS INS CO</td><td>42307</td></tr><tr><td>INSURER E : Homeland Insurance Company of New York</td><td>34452</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyds of London		INSURER B : American Interstate Insurance Company	31895	INSURER C : Markel American Ins. Co.	28932	INSURER D : NAVIGATORS INS CO	42307	INSURER E : Homeland Insurance Company of New York	34452	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 685138777**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PGIARK04727-03	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 5,000
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	793003246-0003	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			77HX18487C	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Follow Form \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL2677122018	3/14/2018	3/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	IN TRANSIT POLLUTION Property/Equipment	Y	Y	PGIARK04727-03 MKLM4IM0049723	3/1/2018 3/1/2018	3/1/2019 3/1/2019	Limit 1,000,000 90% Co Insurance Wnd DED \$25,000 \$1,000 DED Wnd DED \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF MIRAMAR IS INCLUDE AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, WHEN REQUIRED BY WRITTEN CONTRACT/AGREEMENT.

CERTIFICATE HOLDER**CANCELLATION 30**CITY OF MIRAMAR
BID NO. 18-017
13900 PEMBROKE ROAD
MIRAMAR FL 33027-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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3. Temp. Reso. #R6804 approving the award of Invitation for Bids ("IFB") No. 18-017 for **Hauling & Disposal Services of Domestic Waste Sludge** at the **Waste Water Reclamation Facility ("WWRF")** to H & H Liquid Sludge Disposal, Inc., in an annual amount not-to-exceed \$459,840 for an initial two-year term with three optional one-year renewal periods. *(Utilities Director Jody Kirkman and Procurement Director Alicia Ayum)*

Attachments: TR6804 Biosolids Sludge Hauling with backup
4. Temp. Reso. #R6806 approving the **annual purchase of antiscalant** utilized at the **West Water Treatment Plant** from American Water Chemicals, Inc., utilizing the Town of Jupiter Bid No. W1744F, in an amount not-to-exceed \$125,000 for **Fiscal Year 2019**. *(Utilities Director Jody Kirkman and Procurement Director Alicia Ayum)*

Attachments: TR6806 Purchase of Antiscalant WWTP with backup
5. Temp. Reso. #R6807 approving the **annual purchase of quicklime** for the **East Water Treatment Plant** from Lhoist North America of Alabama, utilizing the Southeast Florida Governmental Purchasing Cooperative Group Bid No. 17-22B, in an amount not-to-exceed \$280,000 for **Fiscal Year 2019**. *(Utilities Director Jody Kirkman and Procurement Director Alicia Ayum)*

Attachments: TR6807 Purchase of Quicklime with backup
6. Temp. Reso. #R6808 approving the **purchase of sodium hydroxide** utilized at the **West Water Treatment Plant** and the **Wastewater Reclamation Facility** from Allied Universal Corporation, utilizing the Southeast Florida Governmental Purchasing Cooperative Group Contract Invitation to Bid (ITB) No. 2018-013 (City of Margate), in an amount not-to-exceed \$200,000 for **Fiscal Year 2019**. *(Utilities Director Jody Kirkman and Procurement Director Alicia Ayum)*

Attachments: TR6808 Purchase of Sodium Hydroxide for WWTP and WWRF with backup
7. Temp. Reso. #R6809 approving the **annual purchase of sodium hypochlorite** from Allied Universal Corporation, utilizing Martin County Bid No. 2014-2696 for the **East Water Treatment Plant, West Water Treatment Plant, and Wastewater Reclamation Facility**, in a total amount not-to-exceed \$365,000 for **Fiscal Year 2019**. *(Utilities Director Jody Kirkman and Procurement Director Alicia Ayum)*

Attachments: TR6809 Purchase of Sodium Hypochlorite with backup

Temp. Reso. No. 6804
08/23/18
09/20/18

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 19-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS ("IFB") NO. 18-017 FOR HAULING & DISPOSAL SERVICES OF DOMESTIC WASTE SLUDGE AT THE WASTE WATER RECLAMATION FACILITY ("WWRF") TO H&H LIQUID SLUDGE DISPOSAL, INC., IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$459,840 FOR AN INITIAL TWO YEAR TERM WITH THREE (3) OPTIONAL ONE (1) YEAR RENEWAL PERIODS; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; 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; and

WHEREAS, the treatment processes at the Wastewater Reclamation Facility produce treated bio-solids, also known as "sludge," which must be disposed of in a manner that meets Florida Department of Environmental Protection ("FDEP") regulations; and

WHEREAS, FDEP regulations necessitate the procurement of sludge hauling services for the transportation of sludge to land application sites approved by the FDEP, in accordance with Chapter 62-640 of the Florida Administrative Code; and

WHEREAS, on July 12, 2018, the City advertised Invitation for Bid No.18-017 ("IFB"), entitled "Hauling and Disposal Services of Domestic Waste Sludge at the

Reso. No. 19-02

Temp. Reso. No. 6804
08/23/18
09/20/18

Wastewater Reclamation Facility,” in a newspaper of general circulation and on Demandstar; and

WHEREAS, three (3) bids were received from H&H Liquid Sludge Disposal, Inc., Synagro South LLC, and Bio-solids Distribution Services, LLC; and

WHEREAS, the bids were reviewed by the Procurement Department, and H&H Liquid Sludge Disposal, Inc., was determined to be the lowest responsive and responsible bidder was H&H Liquid Sludge Disposal, Inc.; and

WHEREAS, the Interim City Manager recommends that the City Commission approve the award of IFB to H&H Liquid Sludge Disposal, Inc., for a term of two years with three additional one-year renewal options for sludge hauling and disposal services at the Wastewater Reclamation Facility, in an annual amount not-to-exceed \$459,840; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB to H&H Liquid Sludge Disposal, Inc., in an annual amount not-to-exceed \$459,840, and authorize the Interim City Manager to execute the appropriate agreement with H&H Liquid Sludge Disposal, Inc., in substantial conformity with Exhibit “A” attached hereto.

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

Temp. Reso. No. 6804
08/23/18
09/20/18

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 awards IFB No. 18-017 to H&H Liquid Sludge Disposal, Inc. for sludge hauling and disposal services at the Wastewater Treatment Plant for a term of two years with three additional one-year renewal options, in an annual amount not-to-exceed \$459,840.

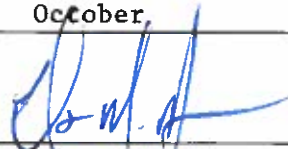
Section 3: That the City Commission authorizes the Interim City Manager to execute the agreement in the form attached as Exhibit "A", together with such non-substantial changes authorized by the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Temp. Reso. No. 6804
08/23/18
09/20/18

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 3 day of October, 2018.

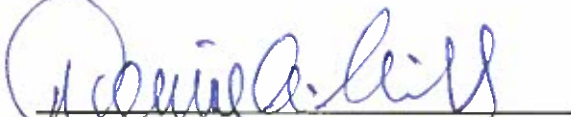


Mayor, Wayne M. Messam



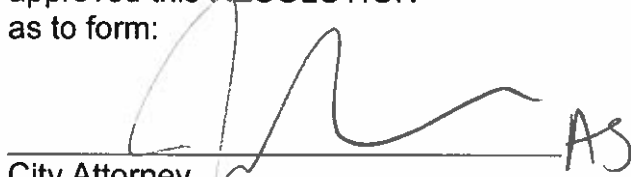
Vice Mayor, Yvette Colbourne

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.

Requested by Administration

Vice Mayor Yvette Colbourne
Commissioner Maxwell B. Chambers
Commissioner Winston F. Barnes
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

Yes
Yes
Yes
Absent
Yes