

**RESOLUTION No. 10 – 38**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE COMPETITIVE BIDDING PROCESS AND ADOPTING THE TERMS OF THE EXISTING AGREEMENT BETWEEN THE VILLAGE OF PINECREST AND ENVIROWASTE SERVICES, INC FOR THE PROVISION OF STORMWATER SYSTEM CLEANING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ENVIROWASTE SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR A TWO (2)-YEAR CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral has been working with EnviroWaste Services, Inc. (EWS) for the past two (2) years to implement the city wide catch basin maintenance program; and

**WHEREAS**, the opportunity to renew the agreement with EWS has closed and requires Council action to reauthorize an additional two (2) years; and

**WHEREAS**, Staff respectfully requests that the City Council waive the competitive bidding process and adopt the terms of the existing agreement (Exhibit "A") between the Village of Pinecrest and EWS for the provision of stormwater cleaning services; and

**WHEREAS**, Staff further requests that the City Council authorize the City Manager to negotiate and enter into a two (2) year agreement with EWS in an amount not to exceed \$500,000.00.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Council hereby waives the competitive bidding process and adopts the terms of the existing agreement (Exhibit "A") between the Village of Pinecrest and EWS for the provision of stormwater cleaning services.

**Section 2.** The City Council authorizes the City Manager to negotiate and enter into a two (2) year agreement with EWS in an amount not to exceed \$500,000.00.

**Section 3.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman DiPietro who moved its adoption. The motion was seconded by Councilwoman Ruiz and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Absent
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 10<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

# EXHIBIT "A"



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

THIS AGREEMENT, made and entered into on the 2<sup>nd</sup> day of OCTOBER, 2008 by and between the Village of Pinecrest, Miami-Dade County, Florida, party of the first part (hereinafter called "Village"), and Envirowaste Services Group, Inc., Miami, Miami-Dade County, Florida, party of the second part (hereinafter called "Contractor");

RECITALS:

The VILLAGE wants to engage the CONTRACTOR to perform certain professional services as specifically described in accordance with the project specifications attached as Exhibit A, Exhibit B and with Paragraph 1, Scope of Services in this Agreement ("Specified Services"). The CONTRACTOR wants to provide such Specified Services in connection with the maintenance of the VILLAGE'S storm drainage system.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. SCOPE OF SERVICES

A. The CONTRACTOR agrees, as directed by the Village Manager or his/her designee, to perform the following services:

Furnish all material, labor and equipment in performing all operations necessary in connection with the cleaning of the storm drainage systems for the VILLAGE in complete and strict accordance with the attached specifications.

The scope of these professional services is based on the preliminary documents attached as Exhibit A and Exhibit B.

2. FEES FOR SERVICES

Upon satisfactory completion of the specified work as determined by the sole discretion of the Village Manager or his/her designee, the CONTRACTOR agrees to charge the VILLAGE in accordance with the proposal submitted:

Cleaning of Catch Basin	\$ 68.04 per inlet
Cleaning of French Drains	\$ 85.05 per inlet
Cleaning of Connecting Pipes	\$ 2.27 per linear foot
Cleaning of Outfalls	\$170.10 per inlet
Cleaning of Manholes	\$113.40 per inlet

Such amounts include all equipment, labor, materials and disposal costs.

Invoicing and payment:

The CONTRACTOR will issue an invoice upon completion of the work, in the Village Manager's sole discretion. If he/she, or his designee, determines that the work specified in the invoice has been performed according to the job specifications, the VILLAGE shall pay such invoice within 30 days.

The VILLAGE shall pay to the CONTRACTOR for the faithful performance of this Agreement, in lawful money of the United States of America.

3. TERM

The term of this Agreement shall commence on the date of this Agreement and continue for a period of ~~3~~ <sup>2</sup> years, therefore terminating on October 31, 2012, unless terminated pursuant to Paragraph 6 or extended pursuant to Paragraph 8.

4. ASSIGNMENT

This Agreement shall not be assignable by the CONTRACTOR.

5. PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement unless approved by the Village Manager of the Village of Pinecrest.

6. TERMINATION

This Agreement may be terminated by either party upon 60 days' written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of Paragraph 2 of this Agreement for all acceptable work performed up to the date of termination.

7. NONEXCLUSIVE AGREEMENT

The services to be provided by the CONTRACTOR pursuant to this Agreement shall be nonexclusive, and nothing herein shall preclude the VILLAGE engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE'S sole and absolute discretion.

8. ENTIRE AGREEMENT

This Agreement, together with all pertinent documentation including specifications and related materials, shall constitute the entire Agreement which may only be amended or modified upon written agreement between the parties.

9. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services. CONTRACTOR must also provide proof of insurance to the VILLAGE to be made part of this Agreement. The CONTRACTOR shall have and furnish Workers' Compensation Insurance and Employers Liability in the limits to comply with the Florida Statutes. The CONTRACTOR shall also furnish Public Liability and Contingent Liability Insurance for bodily injury in the minimum limits of the policy of One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each occurrence for bodily injury liability and limits of Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence for property damage liability or Three Hundred Thousand Dollars (\$300,000) for single limit coverage, all to be in a form satisfactory to the VILLAGE and protecting the VILLAGE from any loss due to any claim arising from or out of the contract work, and shall have the same approved by the VILLAGE prior to the signing of this Agreement. Proper certificates of such coverage listing the Village of Pinecrest as an Additional Insured shall be filed with the VILLAGE at the time of contract signing.

10. ATTORNEY'S FEES

In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

11. NOTICES

All notices and communications to the VILLAGE shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE: Peter G. Lombardi  
Village Manager  
Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156

CONTRACTOR: B. Rafael Barba, P.G., G.C.  
CEO/President  
Envirowaste Services Group, Inc.  
4 SE 1<sup>st</sup> Street, 2<sup>nd</sup> Floor  
Miami, Florida 33131

12. GOVERNING LAW

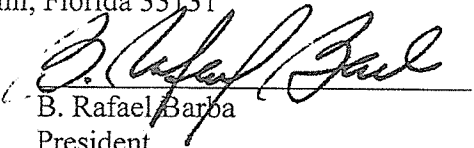
This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

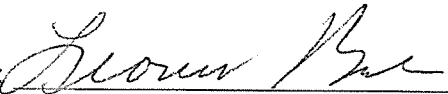
CONTRACTOR:

ENVIROWASTE SERVICES GROUP, INC.  
B. Rafael Barba, President  
4 Southeast 1<sup>st</sup> Street, 2<sup>nd</sup> Floor  
Miami, Florida 33131

By:

  
B. Rafael Barba  
President

Attest:



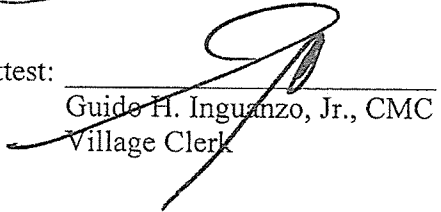
VILLAGE:

VILLAGE OF PINECREST  
Peter G. Lombardi, Village Manager  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156

By:

  
Peter G. Lombardi  
Village Manager

Attest:

  
Guido H. Inguanzo, Jr., CMC  
Village Clerk

Seal:



EXHIBIT A

September 9, 2008

Mr. Dan Moretti  
Department of Public Works  
Village of Pinecrest  
11551 South Dixie Highway  
Pinecrest, FL 33156

RECEIVED  
SEP 10 2008  
Village of Pinecrest  
Public Works Dept.

**RE: Contract extension**

Dear Mr. Moretti:

EnviroWaste Services Group, Inc., is very grateful to the Village of Pinecrest and is excited about the opportunity to continue providing storm drain cleaning services to the Village. Despite the increased price of fuel since our last contract renewal in 2006, we are extending our current pricing to the Village of Pinecrest for another 2 years, with 2, (2-year) renewals if the Village so desires.

It has been a pleasure servicing the Village and look forward to many more years of service. I appreciate your time with this matter. If you have any questions, feel free to contact me at 305-637-9665.

Sincerely,

**ENVIROWASTE SERVICES GROUP, INC.**

A handwritten signature in cursive script, appearing to read 'B. Rafael Barba'.

B. Rafael Barba, P.G., G.C.

CEO / President



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID C3  
ENVR-4

DATE (MM/DD/YYYY)  
06/30/08

<b>PRODUCER</b>  BROWN & BROWN OF FLORIDA INC 8000 GOVERNORS SQUARE BLVD 400 MI LAKES FL 33016-1588 Phone: 305-364-7800 Fax: 305-822-5687		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  ENVIROWASTE SERVICES GROUP INC ATTN LEONOR BARBA P O BOX 431494 S MIAMI FL 33243-1494		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: NATIONAL UNION FIRE	32298
		INSURER B: BRIDGEFIELD EMPLOYERS INS CO	10701
		INSURER C:	
		INSURER D:	
		INSURER E:	

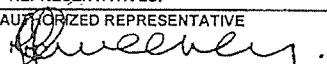
## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> XCU LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3791887	07/01/08	07/01/09	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4303974	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	7619778	07/01/08	07/01/09	EACH OCCURRENCE \$ 3,000,000
					AGGREGATE \$ 3,000,000
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	0830-35566	12/23/07	12/23/08	WC STATU-TORY LIMITS   OTH-ER
					E.L. EACH ACCIDENT \$ 1000000
					E.L. DISEASE - EA EMPLOYEE \$ 1000000
					E.L. DISEASE - POLICY LIMIT \$ 1000000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Village of Pinecrest is named as an Additional Insured as respects General Liability.

<b>CERTIFICATE HOLDER</b>  VILLAGE  Village of Pinecrest 12645 Pinecrest Parkway Pinecrest FL 33156	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

MIAMI-DADE COUNTY 2008 LOCAL BUSINESS TAX RECEIPT 2009  
MIAMI-DADE COUNTY STATE OF FLORIDA  
EXPIRES SEPT. 30, 2009  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A, ART. 9.2.10

THIS IS NOT A BILL-DO NOT PAY  
RENEWAL RECEIPT NO. 413406-0

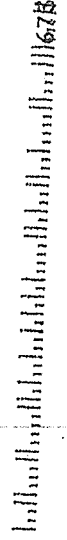
MIAMI-DADE COUNTY 2008 LOCAL BUSINESS TAX RECEIPT 2009  
TAX COLLECTOR  
140 W. FLAGLER ST.  
14th FLOOR  
MIAMI, FL 33130

396126-6  
BUSINESS NAME/LOCATION  
ENVIROWASTE SERVICES GROUP INC  
2911 NW 39 ST  
33142 UNIN DADE COUNTY

OWNER  
ENVIROWASTE SERVICES GROUP INC  
Sec. Type of Business  
213 SERVICE BUSINESS  
NOT A CONTRACTORS RECEIPT  
EMPLOYEE/S 5

DO NOT FORWARD

ENVIROWASTE SERVICES GROUP INC  
RAFAEL BARBA PRES  
2911 NW 39 ST  
MIAMI FL 33142



09/05/2008  
60000000545  
0000/5.00

SEE OTHER SIDE

THIS IS ONLY A LOCAL BUSINESS TAX RECEIPT. IT DOES NOT REPRESENT A RECEIPT FOR ANY OTHER TAXES OR FEES. IF YOU ARE A CONTRACTOR, YOU MUST OBTAIN A CONTRACTORS RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A BUSINESS OWNER, YOU MUST OBTAIN A BUSINESS RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A RESIDENT, YOU MUST OBTAIN A RESIDENT RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A RENTER, YOU MUST OBTAIN A RENTER RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A HOMEOWNER, YOU MUST OBTAIN A HOMEOWNER RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A BUSINESS OWNER, YOU MUST OBTAIN A BUSINESS RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A RESIDENT, YOU MUST OBTAIN A RESIDENT RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A RENTER, YOU MUST OBTAIN A RENTER RECEIPT FROM THE COUNTY OF DADE. IF YOU ARE A HOMEOWNER, YOU MUST OBTAIN A HOMEOWNER RECEIPT FROM THE COUNTY OF DADE.

PAID BY  
BUSINESS TAX COLLECTOR

EXHIBIT B



RECEIVED

AUG 08 2006

Village of Pinecrest  
Public Works Dept.

August 7, 2006

Ms. Maritza Casado, Administrative Assistant  
Department of Public Works  
Village of Pinecrest  
11551 South Dixie Highway  
Pinecrest, FL 33156

RE: Fax dated 8/2/06 concerning a contract extension

Dear Ms. Casado:

EnviroWaste Services Group, Inc., is very grateful to the Village of Pinecrest and is excited about the opportunity to continue providing storm drain cleaning services to the Village. However, we are respectfully requesting a revision to the contract.

Our original contract dates back to October of 1998 and in that time we have only asked for a price increase once. As you can imagine, all costs have gone up significantly during that eight year span, primarily our two largest expenses: labor and fuel. Fuel costs in 1998 alone were approximately \$1.25 per gallon; today they are closer to \$3.25 per gallon (an increase of 180%).

Our first priority is to continue as the Village of Pinecrest's storm drain cleaning contractor. Therefore, we are requesting an increase in our previous year's prices of 8%. I am confident that the Village of Pinecrest will find that the new pricing is still well below the standard pricing available in the industry. Below I have included a price schedule with the old and proposed new prices:

	OLD	PROPOSED NEW 8%
▪ Catch Basins	\$63.00 per Inlet	\$68.04 per Inlet
▪ Manholes	\$105.00 per inlet	\$113.40 per Inlet
▪ French Drains	\$78.75 per Inlet	\$85.05 per Inlet
▪ Pipe	\$2.10 per lineal foot	\$2.27 per lineal foot
▪ Outfalls	\$157.50 per inlet	\$170.10 per Inlet

It has been a pleasure servicing the Village and look forward to many more years of service. I appreciate your time with this matter. If you have any questions, feel free to contact me at 305-637-9665.

Sincerely,

ENVIROWASTE SERVICES GROUP, INC.

B. Rafael Barba, P.E., G.C.  
CEO / President

2911 N.W. 39<sup>th</sup> Street, Miami, FL 33142  
(305) 637-9665 • (305) 637-9669



VILLAGE OF PINECREST, FLORIDA

INVITATION TO BID

STORM DRAINAGE SYSTEM CLEANING SERVICES

The Village of Pinecrest is requesting sealed bids for storm drainage system cleaning services. The service consists of furnishing all material, labor, and equipment necessary for the cleaning of the storm drainage system throughout the municipal limits.

Sealed bids must be submitted by Friday, August 14, 1998 at 10:00 a.m. to the Office of the Village Manager, 11551 South Dixie Highway, Pinecrest, Florida 33156. The sealed envelope should be clearly marked "STORM DRAINAGE SYSTEM CLEANING SERVICES BID". All bids will be opened publicly promptly at 4:05 p.m. Late submittals will not be accepted or considered.

**Qualifications of the Bidder:** Prospective bidders must be able to meet or exceed the qualifications and contractor requirements in accordance with bid documents.

**Bid Requirements:**

This project shall require a 10% bid bond. The bond may be in the form of a cashier's check, bank money order, bank draft or any national or state bank, certified check, or surety bond, payable to the Village of Pinecrest.

The successful bidder shall submit a current general liability insurance, automobile and workman's compensation insurance certificates for the duration of the contract.

**Requesting Bid Documents:**

If you wish to pick-up a bid package, call in your request 24 hours before arriving by dialing (305) 234-2121. The bid package may be picked up at the front desk at 11551 South Dixie Highway, Pinecrest, Florida. There is no charge for the bid documents.

**Bid Opening and Posting of Bid Tabulations:**

Sealed bids will be received until 10:00 p.m., Friday, August 14, 1998 at 11551 South Dixie Highway, Pinecrest, Florida 33156. The bid opening will be held in the Council Chamber at 4:05 p.m. The public is invited to attend. To receive bid opening results you may contact the Village Manager's Office at (305) 234-2121 after August 18, 1998.

The Village of Pinecrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and re-advertise. There exists the possibility that the Village may consider in its best interest, to award the contract to more than one firm, each to be available for specific assignments as the need arises.

All questions or comments should be directed to Peter G. Lombardi, Office of the Village Manager, (305) 234-2121.

Guido H. Inguanzo, Jr., CMC  
Village Clerk



INVITATION TO BID  
Storm Drainage System Cleaning Services

PROJECT SPECIFICATIONS

- A. **Description of Work:** The work covered by this specification consists of the routine mechanical cleaning of storm sewer drainage systems with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of drop inlets, manholes, junction boxes, shoulder gutter inlets, 324 french drains, 125 catch basins, storm water deep well structure and cross, side and lateral drain pipes, piped outfall structures and other miscellaneous storm drainage structures. Cleaning of storm drainage facilities will occur as directed by the Village Manager. Bidder is asked to submit a bid for storm drainage system cleaning services on a per unit basis.
- B. **Drainage System Cleaning:** The Village Manager reserves the right to assign the work on an as needed basis. Routine cleaning work shall consist of work scheduled monthly by the Village Manager or his designee to maintain the existing level of performance of the storm sewer drainage system and to extend the service life of the system.
- Non-routine cleaning work shall consist of work that must begin immediately to restore access to roadways and walkways for vehicular and pedestrian traffic.
- C. The Contractor shall not begin work until authorized by the Village Manager in writing in the form of a Work Order. Any one Work Order may be for one or more locations. The Contractor shall commence each authorized project within five working days of receipt of this notification.
- The mechanical storm drainage cleaning operation shall be done in such a manner so not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe joints.
- The Contractor shall remove the drainage structure grate or cover (if necessary) and remove by mechanical means all materials that obstruct either the structure opening, interior structure pipe openings or pipes such as grass and dirt.
- D. **Drainage Structure Location Log:** The contractor shall prepare a log that contains a listing of all the drainage structures and associated pipes cleaned, the types of debris removed and the location of the drainage structures to the nearest street intersection. The log shall be submitted to the Village Manager with the completed and accepted Work Order.
- E. **Quality Assurance:** The Village Manager or his designee shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all

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PROJECT SPECIFICATIONS

materials and when the full cross-section of all structure pipes are 100% free of all materials.

Structures or pipes determined unsatisfactory by the Village Manager or his designee shall be re-cleaned to the satisfaction of the Village Manager within the time specified, at no additional cost to the Village.

The only substance that may be removed and placed back into the drainage structure is the standing water removed during the de-watering and cleaning process.

F. **Work Hours:** The cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 8:30 a.m. and 3:30 p.m. Weekend work may be permitted by the Village. The Village reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion.

G. **Equipment:** The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The truck mounted sewer vacuum unit shall be equipped with a vacuum tube and a 2/3 stage vacuum compressor.

H. **Safety and Protection:** All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the Village Manager. While performing work, the Contractor will be required to provide the necessary barricades and other traffic safety devices to warn motorists of work being performed. The Contractor shall adhere to the Florida Department of Transportation's Manual on Uniform Traffic Control Devices for maintenance work zones. The Contractor and his employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

I. **Damage to Public and/or Private Property:** The Contractor shall take extreme care to safeguard all existing facilities, site amenities, concrete and/or asphalt surfaces, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced and/or repaired at no additional cost to the Village or to the owner of the property.

J. **Cleanup and Protection:**

1. During work, keep pavements clean and work area in an orderly condition. The Contractor shall properly dispose of any waste resulting from the work being performed in an approved facility at an approved site.

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PROJECT SPECIFICATIONS

2. Laborers will be required to wear orange vests when working in the right-of-way areas so that they may be visible by motorists.
- K. **Removal and Disposal of Debris:** The Contractor shall clean and remove materials such as but not limited to: sand, soil, leaves, paper, glass, cans, tire pieces, wood pieces, rocks, gravel, tree branches, and other such materials on top of the grates, in the catch basins and pipes and in and around the outfalls. The materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all County, State and Federal Rules and Regulations.
- L. **Basis of Payment:** Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, maintenance of traffic and incidentals necessary to complete all drainage systems cleaning as specified. The Contractor shall be compensated based on the work completed and accepted.