

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach ("City") and Maxx Environmental LLC, a Florida limited liability company ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

WHEREAS, the City of Pompano Beach received bids or proposals in response to competitive solicitation RFP25-006 to purchase Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services; and

WHEREAS, competitive solicitation RFP25-006 Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services was publicly advertised and competitively solicited as required per City Charter Code 32.39 Competitive Bidding.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the following documents which are attached to and made a part of this Agreement, and all written modifications issues after execution of this Agreement:

- A. Exhibit A: Scope of Work (the Work); and
- B. Exhibit B: Request for Proposal ("RFP") 25-006, Supplier Response and Supplier Ranking; and
- C. Exhibit C: Insurance Requirements and Approved Insurance.

2. *Purpose.* The City, on behalf of their Utilities Department desires to contract with Contractor to provide Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope of Services set forth in Exhibit "A" and Exhibit "B" and insurance set forth in Exhibit "C" all of which are attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A" and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional two (2) one-year terms.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City shall pay the Contractor no more than the unit prices set forth in this Agreement and in accordance with the provisions of the Agreement in an amount not to exceed:

One hundred forty thousand dollars (\$140,000.00) per year, and the total Agreement amount not to exceed seven hundred thousand dollars (\$700,000.00).

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. *Invoices.* Contractor shall submit invoices to City on a monthly basis.

D. *Permits.* If permits are required as part of the services being rendered, the Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from the City necessary to file such permit applications. The Contractor shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Steve Almyda, Wastewater Collection Manager and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Randy S. Tyo, Manager
3610 Fiscal Court
West Palm Beach, FL 33404
Office: 561-398-2781
Email: randy@maxxenvironmental.com

If to City: Steve Almyda, Wastewater Collection Manager
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-5510
Email: Steve.Almyda@copbfl.com

With a copy to: Aymara Schmidt, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: Aymara.Schmidt@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without

Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit “C” throughout the term of this Agreement.

A. *Payment and Performance Bond.* Section 255.05, Florida Statute requires Contractors who enters into a contract with the City to purchase a payment and performance bond when the contract is in excess of two hundred thousand dollars (\$200,000.00) even though the cost of each service line installation and connection is less than two hundred thousand dollars (\$200,000.00). The payment and performance bond amount must be equal to the project size.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the

statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:


MARK E. BERMAN, CITY ATTORNEY

(SEAL)

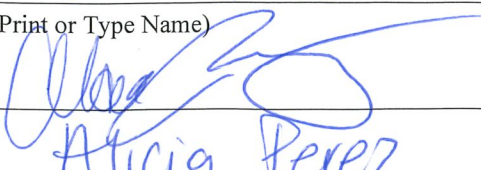
"CONTRACTOR"

Maxx Environmental LLC


Witnesses:



LEONOR YANEZ
(Print or Type Name)



Alicia Perez
(Print or Type Name)

By: 
Randy S. Tyo, Manager

By: 
James D. Craddock, Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of April, 2025, by Randy S. Tyo and James D. Craddock as managers of Maxx Environmental LLC, a Florida limited liability company on behalf of the company, who are personally known to me or who have produced _____ as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA



TANNER FARMER
Notary Public
State of Florida
Comm# HH584543
Expires 8/19/2028

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT – "A"

CONTENT:

1. Specifications and Scope of Work

Exhibit A
Specifications and Scope of Work
Maxx Environmental LLC

MANHOLE CLEANING

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for thoroughly cleaning manholes.
- B. Removing debris, grease, and roots.
- C. Maintaining wastewater/stormwater flow.

1.03 SUBMITTALS

- A. The Contractor shall submit for review and approval information detailing the proposed equipment and materials to be used during this operation.

1.04 JOB CONDITIONS

- A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.
- B. The Contractor must always inform the Owner's field representative of the location of the manhole cleaning operation.
- C. The Owner's Representative must have full access to the manhole cleaning operation at all times.

PART 2 PRODUCTS

2.01 CLEANING EQUIPMENT

- A. High-Velocity Jet (Hydro cleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

PART 3 EXECUTION

3.01 GENERAL

- A. Manhole cleaning shall remove foreign materials such as grit, soil, rocks, sand, grease, roots, wood, debris, rags, loose concrete, and bricks from the manhole walls, benches, and inverts. Prior to cleaning, the contractor shall remove and plug all steps and flush valves. If existing services protrude into the manhole, the contractor shall saw the service two inches from the manhole wall before cleaning and lining. Cleaning shall be thorough and complete so as to be acceptable for inspection by the owner.

Exhibit A
Specifications and Scope of Work
Maxx Environmental LLC

- B. There may be conditions where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the CONTRACTOR shall immediately notify the OWNER. If in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions, the CONTRACTOR shall document the location and extent of such damage and notify the OWNER immediately.
- C. The Contractor shall employ experienced personnel and technicians to operate the specified equipment.

3.02 CLEANING PREPARATIONS

- A. Prior to cleaning, the CONTRACTOR shall install watertight plugs in the upstream sewer lines and a grit dam of suitable design and construction in the manhole invert to prevent all grit, stones, and other materials from being flushed downstream. When cleaning operations for each manhole are completed, the watertight plugs and grit dam shall be removed.

3.03 WATER SUPPLY

- A. No water shall be taken from fire hydrants. The CONTRACTOR is responsible for obtaining a temporary meter and paying the required fees for water obtained from the City water system.

3.04 MANHOLE CLEANING

- A. The designated manholes shall be cleaned using a high-velocity jet or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the manhole at the time the Work commences. The CONTRACTOR shall be responsible for the proper selection of equipment. The equipment and methods selected shall be satisfactory to the OWNER. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials from manholes.
- B. Manholes shall be cleaned so that grease, sludge, loose or other deleterious materials are not visible on walls or benches.
- C. All sludge, dirt, sand, rocks, grease, bricks, and other solid or semisolid material resulting from the cleaning operation shall be removed at the manhole being cleaned. During cleaning operations, a suitable container shall be provided to receive the removed materials. No sewage, sludge, solids, or other materials removed from the sewers shall be dumped or pumped into streets, ditches, catch basins, or other drains or sewers. Passing material from manhole cleaning into the downstream sewer, which could cause line stoppages, accumulation of sand in wet wells, or damage to pumping equipment, shall not be permitted.
- D. The contractor is responsible for arranging where and when to dispose of debris. Contractors shall pay all disposal costs.

3.05 MAINTAINING WASTEWATER/STORMWATER FLOWS

- A. Maintain wastewater/stormwater flows.

3.06 DISPOSAL OF MATERIALS

- A. All debris removed from the sewers shall be disposed of by the CONTRACTOR in such a manner and location in accordance with all state and local laws, ordinances, or regulations.

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The contractor is responsible for making arrangements on where and when to dispose of debris. Contractors shall pay all costs associated with the disposal.

3.07 INSPECTION ASSISTANCE

- A. Provide assistance to the OWNER for inspecting cleaned manholes. Assistance shall include, but not be limited to, *removal and replacement of manhole covers* and other assistance as directed by the OWNER.

3.08 FINAL ACCEPTANCE

- A. Acceptance of manhole cleaning may be made upon TV review and/or physical inspection of the cleaned manholes by the OWNER. If inspection of the OWNER shows the cleaning to be unsatisfactory, the CONTRACTOR shall re-clean the manholes until the cleaning is shown to be satisfactory with no additional Contract Time and at no cost to the OWNER.

3.09 MEASUREMENT AND PAYMENT

MANHOLE SEALING/GROUTING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for sealing joints, cracks, holes, pipe connections, and similar defects in manholes
- B. Maintaining wastewater/stormwater flow.

1.02 QUALITY ASSURANCE

- A. The CONTRACTOR or Subcontractor performing the manhole sealing work shall have the following minimum experience:
 - 1. Two (2) years using the methods, materials, and equipment specified.
 - 2. Five (5) manhole sealing projects where repairs were performed using the same method and materials specified herein and where the work was inspected one (1) year after the work was completed and found to be satisfactory.
- B. Manhole sealing shall not be conducted at temperatures or conditions that are not consistent with the manufacturer's recommendations.
- C. Material Safety Data Sheets shall be submitted to the OWNER for all products prior to use.

1.03 RECORDS

- A. The CONTRACTOR shall furnish records showing the exact location of manhole defects sealed.

1.04 OWNER FURNISHED MATERIAL

- A. The OWNER shall furnish, at no cost to the CONTRACTOR, access to the site of Work, including locations of manholes.

1.05 SUBMITTALS

- A. The CONTRACTOR shall submit to the OWNER for approval a schedule, methods, equipment, and material specifications proposed for the work.

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- B. Submit detailed plans for maintaining wastewater/stormwater flows, including pumps, plugs, pipe size, tank trucks, material, locations, calculations, noise control methods, etc., to the OWNER for approval.
- C. MSDS for all compounds used.

1.06 JOB CONDITIONS

- A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.

PART 2 PRODUCTS

2.01 SEALING MATERIALS

- A. Sealing material shall be a chemical grout with the following general characteristics:
 - 1. Able to react and cure in the presence of groundwater while being injected.
 - 2. The sealant (grout) must prevent the passage of water through the manhole defect grouted.
 - 3. After curing, the material must remain flexible.
 - 4. The grout must be able to withstand freeze/thaw and wet/dry cycles without adversely affecting the seal.
 - 5. The sealant must not be biodegradable.
 - 6. The grout must be chemically stable and resistant to mild concentrations of acids, alkalis, and organics found in normal sewage.
 - 7. Packaging of grout components must be compatible with field storage handling requirements and must provide for worker safety and handling.
 - 8. Mixing of the component materials must be field compatible and must not require precise measurements of the ingredients by field personnel.
 - 9. Cleanup must be accomplished without the use of flammable or hazardous chemicals.
 - 10. Residual sealing materials must be easily removable from the sewer to prevent reduction or blockage of the sewer flow.
 - 11. The sealant must meet the performance attributes of APWA "Assessment Sealants," published by EPA grant R806567-0 I.
 - 12. Controllable reaction time or ten (10) seconds to more than one (1) hour.
 - 13. Viscosity that can be adjusted to approximately one (1) centipoises or greater.
 - 14. Viscosity that remains constant throughout the induction period.
 - 15. Ability to tolerate some dilution and for the reaction to occur in moving water.
- B. Specific sealing materials shall be selected based on field conditions and manufacturer's recommendations.

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- C. Acrylamide base gel sealing material shall possess the following characteristics:
1. A minimum of ten (10) % acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase strength or offset dilution during injection.
 2. The ability to tolerate some dilution and react in moving water injection.
 3. A viscosity of approximately two (2) centipoises, which can be increased additives.
 4. A constant viscosity during the reaction period.
 5. A controllable reaction time from ten (10) seconds to one (1) hour.
 6. A reaction (curing) that produces a homogeneous, chemically non-biodegradable, firm, flexible gel.
 7. The ability to increase mix viscosity, density, and gel strength by additives.
- D. Acrylic base gel chemical sealing materials shall possess the following properties and characteristics:
1. The total sealant mix must contain a minimum of ten (10) % acrylic base material by volume. A higher concentration (%) of acrylic base material offsets dilution during injection.
 2. The ability to tolerate some dilution and react in moving water during injection.
 3. A viscosity of approximately two (2) centipoises, which can be increased with additives.
 4. A constant viscosity during the reaction period.
 5. A controllable reaction time from five (5) seconds to six (6) hours.
 6. A reaction (curing) that produces a homogeneous, chemically stable, non-biodegradable, flexible gel.
 7. The ability to increase mix viscosity, density, and gel strength by the use of additives.
- E. Acrylate base gel chemical sealing materials shall possess the following properties and characteristics:
1. A minimum of twelve (12) % acrylate base material by weight in the total sealant mix. A higher concentration (%) of acrylate base material may be used to increase strength or offset dilution during injection. Note: if the acrylate base material is in a forty (40) % solution, it must comprise thirty (30) % by weight of the total sealant mix to have twelve (12) % base material.
 2. The ability to tolerate some dilution and react in moving water during injection using a low void packer.
 3. A viscosity of approximately two (2) centipoises, which can be increased with additives.
 4. A constant viscosity during the reaction period.
 5. A controllable reaction time from ten (10) seconds to one (1) hour.
 6. A reaction (curing) which produces a homogeneous, chemically stable, non-biodegradable, flexible gel

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7. The ability to increase mix viscosity, density, and gel strength by the use of additives.
- F. Urethane base gel chemical sealing material shall possess the following properties and characteristics:
1. One (1) part urethane polymer thoroughly mixed with between five (5) and ten (10) parts of water by weight. The recommended mix ratio is one (1) part urethane polymer to 8 parts water (1 1% polymer).
 2. Liquid polymer has a solids content of 77% to 83%, a specific gravity of 1.04 (8.65 pounds per gallon), and a flash point of 20 degrees r.
 3. A liquid polymer with a viscosity of 600 to 1200 centipoise at 70 degrees F that can be pumped through 500 feet of 2-inch hose with a 1,000 psi head at a flow rate of 1 ounce per second.
 4. The water used to re-act the polymer should have a pH of 5 to 9.
 5. A cure time of 80 seconds at 40 degrees F., 55 seconds at 60 degrees F, and 30 seconds at 80 degrees when 1 part polymer is reacted with 8 parts of water only. Higher water ratios give longer cure times.
 6. A cure time that can be reduced to 10 seconds for water temperatures of 40 degrees F to 80 degrees F when 1 part polymer is reacted with 8 parts of water containing a sufficient amount of gel control agent additive.
 7. A relatively rapid viscosity increase of the polymer/water mix. Viscosity increases from about 0 to 60 centipoises in the first minute for 1 to 8 polymer/water ration at 50 degrees F.
 8. A reaction (curing) that produces a chemically stable and non-biodegradable, tough, flexible gel.
 9. The ability to increase mix viscosity, density, gel strength, and resistance to shrinkage by the use of additives to the water.
- G. Urethane base foam chemical sealing material shall possess the following properties and characteristics:
1. Approximately one (1) part of urethane polymer thoroughly mixed with one (1) part water by weight (50% polymer).
 2. Liquid polymer having a solids content of 82% to 88%, specific gravity of 1.1 (9.15 pounds per gallon), and a flash point of 20 degrees F.
 3. A liquid polymer with a viscosity of 300 to 500 centipoises at 72 degrees F that can be pumped through 500 feet of 2-inch hose with a 500-psi heat at a flow rate of 1 ounce per second.
 4. A cure time of 15 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 4.6 minutes at 100 degrees F when the polymer is reacted with water only.
 5. A cure time of 5.5 minutes at 40 degrees F, 8.2 minutes at 70 degrees F, and 2.6 minutes at 100 degrees F. when the polymer is reacted with water containing 0.4% accelerator.
 6. During injection, foaming, expansion, and viscosity increase occur.

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7. Physical properties of the cured foam of approximately 14 pounds per cubic foot density, 80 to 90 psi tensile strength, and 700% to 800% elongation when a mixture of 50% polymer and 50% water undergoes a confined expansion to five times its initial liquid volume.
 - H. Chemical grout shall have documented similar usage with satisfactory performance of over two (2) years. Documentation shall be provided to prove successful use of grout references, test data, etc., or systems installed for two (2) years or more.
- 2.02 EQUIPMENT
- A. Equipment: The basic equipment consists of chemical grout pumps, grout containers, injection packers, hoses, valves, and all necessary items and tools required to seal manholes. The chemical grout pumps are equipped with pressure gauges that provide mortaring pressure during the injection of the chemical sealants. When necessary, bypass lines equipped with pressure-regulating bypass valves are incorporated into the pumping system to limit injection pressure.
 - B. Where the engineer approves of sealing small isolated leaks, AV-202Multigrout (Avanti one-part urethane; water activated) or an equivalent may be hand applied using "caulking"-type devices.

PART 3 EXECUTION

3.01 CLEANING AND INSPECTING

- A. Manholes to be sealed shall be cleaned.

3.02 SAFETY HANDLING OF CHEMICAL GROUT

- A. Mixing and handling the chemical grout may be toxic if it is passed through unbroken skin, inhaled as dust or droplets, or swallowed. Therefore, the chemicals shall be mixed, handled, and pumped by personnel thoroughly familiar with handling the chemicals involved. All chemicals shall be subject to the approval of the OWNER.

3.03 SEALING DEFECTS

- A. General: The sealing equipment shall not damage the manhole or cause settlement, assuming the manhole is structurally sound. Sealing equipment shall consist of two separate pumping systems capable of supplying an uninterrupted flow of sealing materials to completely fill the voids.
- B. Procedure: The repair shall be by the plastic injection method, accomplished by forcing chemical sealing materials into or through the faulty joints or cracks.
- C. Method of Repair:
 1. Sealant materials shall be pumped into cracks and openings in the manhole walls at controlled pressures in excess of groundwater pressures. The pumping equipment shall be designed so that the proportions and quantities of materials and pressures for materials and sealing can be instantly regulated in accordance with the type and size of the leak and the rate of flow of the scaling solution in relation to the back pressures.

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2. Chemicals shall be mixed in proportions so that an adequate reaction of "gel" time is allowed.
3. Manhole sealing procedure: At each point of infiltration within the manhole structure, a hole is drilled from inside the manhole, which extends through the manhole wall. In cases where there are several leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped. Grout packers or sealant injection devices are placed into the holes. A hose or hoses are attached to the injection device from a chemical grout pump. Chemical sealing materials, as specified, are then pumped until material refusal is indicated on the pressure gauge (by an increase of pressure) or a predetermined quantity of sealant has been injected. Care must be taken during the pumping operation to ensure that excessive pressures do not develop and cause damage to the manhole structure. Upon completion, the holes are removed, and the remaining holes are filled with non-shrink patching mortar and troweled flush with the surface.

3.04 GUARANTEE

- A. All sealing work performed on manhole defects shall be guaranteed against faulty workmanship and materials for a period of one year or through the next year's high groundwater season, whichever is longer.
- B. During the following year's high groundwater season, provided it is at least six months after the work is completed, the OWNER shall select manholes to verify compliance with the guarantee.
- C. The CONTRACTOR shall reseal the defects selected by the OWNER to verify compliance with the guarantee. Any defects needing to be repaired shall be re-sealed at no cost to the OWNER.

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MANHOLE LINER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnishing materials and equipment for complete manhole rehabilitation by approved methods specified herein.
- B. Rehabilitation of manholes.
- C. Controlling sewage flow.
- D. All work shall comply with these Specifications and the specified product manufacturer's recommendations.

1.02 RELATED WORK

- A. Cleaning
- B. Sealing/Grouting

1.03 QUALITY ASSURANCE

- A. Manhole line design Requirements: Rehabilitation of existing manholes with the installation of new liner systems shall be designed to meet the following design criteria:
 - 1. The lined manhole shall have a smooth "brushed finish" interior surface.
 - 2. The liner system shall prevent any infiltration of groundwater or exfiltration of wastewater/stormwater.
 - 3. The completed liner installation of the manhole shall stop the gas deterioration of the existing manhole and provide a permanent joint-less corrosion barrier from the bottom of the manhole frame to the pipe invert, including the bench. The completed liner shall be impervious to sulfuric acid attack resulting from hydrogen sulfide oxidation.

1.04 JOB CONDITIONS

- A. Existing Conditions: It shall be the Contractor's responsibility, in consultation with the OWNER, to determine the condition of the manholes prior to choosing a rehabilitation method.
- B. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.

1.06 WARRANTY

- A. The Contractor shall provide a written, unconditional, five (5) year, non-prorated warranty of the completed manhole liner. The warranty shall cover all labor and material for correcting defects in the liner system, including infiltration, surface cracking, leaking, seepage, pinholes, delamination of the liner, and deterioration of the manhole or liner caused by exposure to hydrogen sulfide gas (H₂S).

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- B. Before the end of the five (5) year warranty period, the owner shall inspect a minimum of 20 percent of the manholes repaired under this contract. The Contractor will be required to repair all visible leaks, cracks, and other deficiencies at no expense to the owner.

1.07 QUALIFICATIONS

- A. The Contractor installing the manhole liner shall be fully qualified, have a minimum of two (2) years of experience applying the specified product, and be equipped to complete this work expeditiously and in a satisfactory manner. The Contractor shall submit the following information to the OWNER for review and approval:
1. The number of years of experience in performing this type of specialized work.
 2. The name of the liner system manufacturer and supplier for this work and previous work are listed below. The Contractor shall be an approved installer as certified and licensed by the manufacturer or supplier.
 3. A list of Public Entity clients for which the Contractor has performed this type of work.
 - a. The list shall contain names and telephone numbers of persons who can be called to verify previous satisfactory performance.
 - b. Installation dates and a description of the actual work performed.

PART 2 - PRODUCTS

2.01 PURE-FUSED CALCIUM ALUMINATE LINING

- A. Calcium aluminate mortar with pure-fused calcium aluminate cement and pure-fused calcium aluminate aggregate. Only **SewperCoat is the approved product**. The material shall be spray-applied in accordance with the manufacturer's specifications.
- B. The material shall be prepackaged from the manufacturer so that it does not require field mixing of mortar and aggregate to obtain the recommended composition.
- C. The material shall be designed for use in a severe hydrogen sulfide (FHS) environment to resist biogenic (microbiologically induced) corrosion.
- D. Contractor shall provide documentation that the material has a minimum two (2) year history in the rehabilitation of sewer manholes.

2.02 CHEMICAL GROUT FOR MANHOLE SEALING

- A. Chemical grout used for manhole sealing shall be in accordance with the specifications for sealing materials

2.03 PATCHING MATERIAL

- A. Patching material for filling voids shall be designed to fill voids and repair manhole inverts.

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PART 3 - EXECUTION

3.01 MAINTAINING WASTEWATER/STORMWATER FLOWS

- A. All wastewater/stormwater flows shall be maintained.

3.02 MANHOLE SEALING WITH CHEMICAL GROUT

- A. Seal manhole infiltration leaks.

3.03 PREPARATION FOR MANHOLE LINING

- A. Remove Existing Manhole Liner Prior to Lining: At locations designated by the Owner, the Contractor shall remove the failed existing manhole liner (e.g., bag liner, epoxy liner, fiberglass liner) using such tools and equipment as required. Removal of the existing liner shall be performed in such a manner that the structural integrity of the manhole is in no way compromised. No material removed shall be allowed to enter the sewer system but shall be removed in an approved manner.
- B. Preparing Existing Manhole: The manholes selected for lining shall be pressure blasted to remove all dirt, grease, sand, and surface contaminants on the walls and bench, leaving a clean, wet, or dry surface. The condition of the manhole may require the use of a 10% solution of muriatic acid over all surfaces or the use of a detergent. If an acid or detergent solution is used, the surface shall be thoroughly rinsed and neutralized prior to the installation of the liner system.
- C. Prior to applying the liner system, all visible infiltration through the manhole shall be stopped as needed to ensure the proper application of the lining material.
- D. All large voids shall be patched, and the manhole flow channel shall be covered prior to lining application.
- E. Preparing Bench: Remove all loose grout and rubble in the existing channel and bench area. If necessary, rebuild the channel by reshaping it to align inflow and outflow and prevent the deposition of solids at the transition point while following the grades of the pipe entering the manholes. Plug all visible leaks with an approved water stop. Hand-line the bench with the same materials as used on wall surfaces.
- F. Invert Reconstruction:
 - 1. At each manhole so designated by the OWNER, the Contractor shall reconstruct the manhole invert and bench to repair a deteriorated condition or to meet the new pipe elevations indicated on the plans.
 - 2. Should a new pipe or liner connection be scheduled for the sewer entering the manhole, all work on that item shall be completed prior to the final coating of the bench and invert pipes with an approved sealing compound. The sealer shall cover the entire bench and invert area and shall overlap the pipe invert at least 6 inches. The application and thickness shall be recommended by the manufacturer or as directed by the OWNER. The Contractor shall clean the manhole invert, bench, and lower two feet of walls of all debris, sludge, and dirt. No material removed shall be allowed to enter the sewer system but shall be removed in an approved manner.

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3. Should the existing invert have broken pipe material, the pipe material shall be removed. The new invert and bench shall be formed of concrete, brick, and mortar, and new pipe sections shaped to the new invert elevations, as shown on the plans. The intent is to have a properly shaped invert to replace the existing deteriorated bench and invert. The Contractor shall remove the existing bench and manhole wall material only to the degrees necessary for proper installation of the new bench and inverts and shall not cause any damage to the manhole.
4. Minor invert repair shall be cleaning, patching, and reshaping of an existing invert.
5. Major invert repair shall be the total repair and/or replacement of an existing invert.

3.04 INSTALLATION OF CALCIUM ALUMINATE LINING

- A. Spray Application: The pure-fused calcium aluminate liner system shall be mixed and applied in strict accordance with the manufacturer's written instructions using only manufacturer-approved equipment. This shall include the preparation, installation, curing, and finish operation required to complete the manhole rehabilitation process.
- B. Wet Gun: The material shall be spray applied directly to the damp manhole surface in a two (2) coat application. The material shall be troweled smooth after each coat. The material shall completely cover the interior surface of the manhole from the frame to the invert with a minimum thickness of 1/2 inch. A "brushed" finish shall be applied to the second coat after troweling.
- C. Curing: The material shall be cured in strict accordance with the manufacturer's instructions.

3.05 FIELD QUALITY CONTROL

- A. Leakage Testing: Within one day of the liner's installation, the contractor and the owner shall observe the manhole for infiltration. A satisfactory installation will show zero infiltration for the full depth of the manhole.
- B. Warranty: Any observed leakage that occurs during the warranty period shall be stopped using the liner material manufacturer's approved repair method. The repair shall be performed by the CONTRACTOR at his expense. A new warranty period on the repaired manhole shall begin on the date of the repair.

MAINTAINING WASTEWATER/STORMWATER FLOWS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to maintain wastewater/stormwater flows during construction.

1.02 JOB CONDITIONS

- A. The work may require working in busy streets or in easement areas. The Contractor shall carry out his operations in accordance with all applicable OSHA regulations, including confined space entry requirements, as well as local, county, and state requirements, and in

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accordance with the right-of-way owner's approved MOT plan. In addition, the Contractor shall protect the public from harm while performing the work by using barricades, warning lights, and other means as necessary.

PART 2 PRODUCTS
NOT USED

PART 3 EXECUTION

3.01 FLOW MAINTENANCE

- A. Pumping and Bypassing or Tanker Truck Hauling as Required: The CONTRACTOR shall maintain the existing flows in the sewer system through bypass pumping or tanker truck hauling around the affected pipe sections. The maintenance of wastewater/stormwater flow, which consists of pumps, conduits, tank trucks, and other equipment, shall be of sufficient capacity to handle the existing flow, plus additional flow that may occur during rainfall. Surcharging the upstream gravity sewer lines and manholes will not be allowed unless authorized by the Owner. If pumping is required, engines shall be equipped to keep noise to a minimum. Pump engines should be sound attenuated to approximately 72db at a distance of 30ft.
- B. Flow Control Precautions: When the flow in a sewer line is plugged, blocked, or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer now-control operations do not cause flooding or damage to public or private property being served by the sewers involved.
- C. Flow Maintenance Plan: The OWNER shall submit and approve a wastewater/stormwater flow maintenance plan prior to executing the work.
- D. Public Notice: For Manhole Lining, the Contractor shall be responsible for contacting each building owner (and tenant) having a lateral service connected to the manhole. A minimum of two (2) days prior notice of the work must be given. During execution of the work, the Contractor shall be responsible for cleanup, repair, and property damage resulting from a sewer back-up.

EXHIBIT – "B"

CONTENT:

1. Supplier Response for RFP25-006
2. Ranking Analysis
3. Contractor's Proposal
4. Local Business Participation Form
5. Local Business Letter of Intent to Perform as a Subcontractor
6. RFP25-006 Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services
7. RFP25-006 Addendum 1
8. Online Q&A



Florida's Warmest Welcome

RFP25-006 Addendum 1
MAXX ENVIRONMENTAL, LLC
Supplier Response

Event Information

Number: RFP25-006 Addendum 1
 Title: Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services
 Type: Request for Proposals
 Issue Date: 12/9/2024
 Deadline: 1/16/2025 02:00 PM (ET)
 Notes: The City of Pompano Beach (City) will receive sealed proposals for sanitary sewer and stormwater manhole/catch basin rehabilitation services until 2:00:00 p.m. (local) on January 16, 2025. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposers must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The solicitation documents can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Contact Information

Contact: Jeff English Purchasing Agent

Address: Accounts Payable
1190 NE 3 Avenue
Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: jeffrey.english@copbfl.com

MAXX ENVIRONMENTAL, LLC Information

Contact: BRADLEY MILLER
 Address: 3610 FISCAL COURT
 RIVIERA BEACH, FL 33404
 Phone: (561) 398-2781
 Email: brad@maxxenvironmental.com
 Web Address: MAXXENVIRONMENTAL.COM

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Randy Tyo

Signature

Submitted at 1/16/2025 10:53:18 AM (ET)

randy@maxxenvironmental.com

Email

Supplier Note

See attached Bid Proposal and attachments.

Requested Attachments**Proposal**

Proposal.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Local Business Program Forms

Exhibit A.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

Tier 1/ Tier 2 Local Business Form

Exhibit B C D.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

Bid Attributes**1 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree

2 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes

3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

5%

4 City of Pompano Beach Local Business

Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.) Indicate yes or no from drop-down menu.

5 Extension of prices, terms and conditions to other governmental entities

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.

6 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate Yes or No below with the drop down menu.

7 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☒ Certified

8 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.
 PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

Bid Lines**1 Mobilization**

Quantity: 1 UOM: LS Unit Cost: \$500.00 Total: \$500.00

2 MOT FDOT Roadway

Quantity: 1 UOM: EA Unit Cost: \$3,000.00 Total: \$3,000.00

3 MOT County Roadway

Quantity: 1 UOM: EA Unit Cost: \$1,000.00 Total: \$1,000.00

4 MOT Local Roadway

Quantity: 1 UOM: EA Unit Cost: \$500.00 Total: \$500.00

5 Manhole 4' Diameter w/coating (Precast)

Quantity: 1 UOM: VF Unit Cost: \$230.00 Total: \$230.00

6	Manhole 5' Diameter w/coating (Precast)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$280.00</u>	Total: <u>\$280.00</u>
7	Manhole 6' Diameter w/coating (Precast)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$340.00</u>	Total: <u>\$340.00</u>
8	Manhole 4' Diameter w/coating (Brick)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$260.00</u>	Total: <u>\$260.00</u>
9	Manhole 5' Diameter w/coating (Brick)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$330.00</u>	Total: <u>\$330.00</u>
10	Manhole 6' Diameter w/coating (Brick)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$470.00</u>	Total: <u>\$470.00</u>
11	Wet-well 6' Diameter w/coating (Precast)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$690.00</u>	Total: <u>\$690.00</u>
12	Wet-well 8' Diameter w/coating (Precast)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$950.00</u>	Total: <u>\$950.00</u>
13	Wet-well 10' Diameter w/coating (Precast)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$1,180.00</u>	Total: <u>\$1,180.00</u>
14	Wet-well 12' Diameter w/coating (Precast)	Quantity: <u>1</u> UOM: <u>VF</u>	Unit Cost: <u>\$1,450.00</u>	Total: <u>\$1,450.00</u>
15	Invert/Bench Repair	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Cost: <u>\$600.00</u>	Total: <u>\$600.00</u>
16	Existing Coating Removal	Quantity: <u>1</u> UOM: <u>SQFT</u>	Unit Cost: <u>\$9.00</u>	Total: <u>\$9.00</u>
17	Sandblasting	Quantity: <u>1</u> UOM: <u>EA</u>	Unit Cost: <u>\$1,000.00</u>	Total: <u>\$1,000.00</u>
18	By-pass pumping < 6"	Quantity: <u>1</u> UOM: <u>HR</u>	Unit Cost: <u>\$150.00</u>	Total: <u>\$150.00</u>
19	By-pass pumping > 6"	Quantity: <u>1</u> UOM: <u>HR</u>	Unit Cost: <u>\$200.00</u>	Total: <u>\$200.00</u>
20	Vactor Truck	Quantity: <u>1</u> UOM: <u>HR</u>	Unit Cost: <u>\$300.00</u>	Total: <u>\$300.00</u>
21	Catch Basin 2'	Quantity: <u>1</u> UOM: <u>SQFT</u>	Unit Cost: <u>\$35.00</u>	Total: <u>\$35.00</u>

2 2	Catch Basin 3'	Quantity: <u> 1 </u> UOM: <u> SQFT </u>	Unit Cost: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>
2 3	Catch Basin 6'	Quantity: <u> 1 </u> UOM: <u> SQFT </u>	Unit Cost: <input type="text" value="\$30.00"/>	Total: <input type="text" value="\$30.00"/>

Response Total: \$13,534.00

	Total Potential Points	Engineered Coatings Solutions, LLC *	Intercounty Engineering	Maxx Environmental
Committee Member	Potential Points	*		
<u>Steve Almyda</u>		*		
6.1 - Proposer's Qualifications and Experience	0-30	*	25.0	30.0
6.2 - Scheduling	0-15	*	7.0	15.0
6.3 - Overall Approach and Methodology	0-25	*	15.0	20.0
6.4 - Cost Proposal	0-25	*	11.5	25.0
6.5 - Local Business Program	0-5	*	5.0	0.0
	Total =	*	63.5	90.0
Committee Member	Potential Points	*		
<u>Gary Eagle</u>		*		
6.1 - Proposer's Qualifications and Experience	0-30	*	20.0	25.0
6.2 - Scheduling	0-15	*	13.0	12.0
6.3 - Overall Approach and Methodology	0-25	*	22.0	23.0
6.4 - Cost Proposal	0-25	*	11.5	25.0
6.5 - Local Business Program	0-5	*	5.0	0.0
	Total =	*	71.5	85.0

	Total Potential Points	Engineered Coatings Solutions, LLC *	Intercounty Engineering	Maxx Environmental
Committee Member	Potential Points	*		
Committee Member	Potential Points	*		
<u>Michael Taylor</u>		*		
6.1 - Proposer's Qualifications and Experience	0-30	*	20.0	30.0
6.2 - Scheduling	0-15	*	5.0	10.0
6.3 - Overall Approach and Methodology	0-25	*	10.0	20.0
6.4 - Cost Proposal	0-25	*	11.5	25.0
6.5 - Local Business Program	0-5	*	5.0	0.0
	Total =	*	51.5	85.0
Committee Member	Potential Points	*		
<u>Nathaniel Watson</u>		*		
6.1 - Proposer's Qualifications and Experience	0-30	*	30.0	30.0
6.2 - Scheduling	0-15	*	5.0	15.0
6.3 - Overall Approach and Methodology	0-25	*	25.0	25.0
6.4 - Cost Proposal	0-25	*	11.5	25.0
6.5 - Local Business Program	0-5	*	5.0	0.0
	Total =	*	76.5	95.0

Grand Totals

*

263**355****Grand Total Averages**

*

65.75

88.75

Ranking

*

2

1

*Failed to provide certification that the Proposer is an authorized SewperCoat® applicator, as required by Section 6.1.13 of the solicitation document.
Therefore the proposal is non-responsive.



3610 Fiscal Court
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(561) 881-0013 F
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6.1.1. Title Page

Project Name: Sanitary Sewer and Stormwater Manhole/Catch Basin
Rehabilitation Services

Project Number: RFP 25-006

Proposer Name: Maxx Environmental, LLC

Address: 3610 Fiscal Court, Riviera Beach, Florida 33404

Telephone Number: (561) 719-5722

Contact Person: Randy Tyo – President / Owner

Date: January 16th, 2025





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6.1.2. Table of Contents

6.1.	Proposer's Qualifications and Experience (max 30 points)
6.1.1.	Title Page
6.1.2.	Table of Contents
6.1.3.	Letter of Interest
6.1.4.	Understanding of Project
6.1.5.	Organizational Chart
6.1.6.	Statement of Skills and Experience
6.1.7.	Unique Capabilities
6.1.8.	References
6.1.9.	Environmental / OSHA Compliance
6.1.10.	Conflicts of Interest
6.1.11.	Litigation
6.1.12.	Office Location
6.1.13.	Sewercoat Applicator Certification
6.2.	Scheduling (max 15 points)
6.3.	Overall Approach & Methodology (max 25 points)
6.4.	Cost Proposal (max 25 points)
6.5.	Local Business Program (max 5 points)
6.6.	Other Required Documents
6.6.1.	City Forms
6.6.2.	Insurance



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6.1.3. Letter of Interest

January 9th, 2024

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33060

RFP Number: RFP 25-006

RFP Name: Sanitary Sewer and Stormwater Manhole/Catch Basin
Rehabilitation Services

Contractor: Maxx Environmental, LLC

Contractor Federal Tax ID Number: 81-5447637

Contractor Address: 3610 Fiscal Court, Riviera Beach, FL 33404

Telephone Number: (561) 719-5722

Fax Number: (561) 881-0013

Contact: Randy S. Tyo, President – randy@maxxenvironmental.com

Commitment: Maxx Environmental, LLC intends to provide all services as
described within this RFP solicitation.

Officer / Owner Signature:

A handwritten signature in blue ink, appearing to be "Randy S. Tyo", is written over a horizontal line.

Randy S. Tyo, President / Owner
Maxx Environmental, LLC



3610 Fiscal Court
Riviera Beach, FL 33404
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6.1. Proposer's Qualifications and Experience (Max 30 points)

6.1.1. Title Page: (See Attached)

6.1.2. Table of Contents: (See Attached)

6.1.3. Letter of Interest: (See Attached)

6.1.4. Understanding of the Project:

Maxx specializes in the type of work as required in this solicitation;
Rehabilitation of sanitary sewer manholes and lift stations and stormwater
structures using only Sewpercoat by Imerys.

6.1.5. Organizational Chart and Principal /Key Team Members:

Randy Tyo - President / Owner: Primary contract contact, Signer of all
documents, Holder of GC license CGC023101 (45 yrs experience)

David Craddock – Vice President / Owner: Purchaser of equipment.

Brad Miller – General Manager / Operations: Primary work order contact,
Coordinate all day-to-day activity, scheduling, planning, inspections,
design-build, quality control, proposals & invoices (24 yrs experience).

Joseph Contreras – Superintendent: Supervisor of 2/3 crews, Primary
contact for daily work, Inspections, Handle all day-to-day crew activities,
On-site project design and coordination (18 yrs experience).

Israel Parra – Foreman: Supervisor of 5+ man crew, Supervise daily work,
prep, repairs, rebuilds, and application of Sewpercoat (15 yrs experience).

David Agudelo – Foreman: Supervisor of 5+ man crew, Supervise daily
work, prep, repairs, rebuilds, and application of Sewpercoat (15 yrs
experience).

Chris McMahon – Equipment maintenance manager: All repairs and
maintenance of Maxx trucks and equipment.



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6.1.6. Statement of Skills and Experience of Project Team:

Maxx Environmental was conceived in 2017 by the owners of Pipeline Utilities, Inc., a 45+ year veteran in the underground utility industry in the Broward, Palm Beach, Martin and St. Lucie County areas. Key team member years with Maxx: Randy, David & Brad (8 years), Joseph (3 years), Israel (5 years), David (3 years). Resumes are available upon request.

6.1.7. Unique Capabilities:

Maxx is the highest volume and quality applicator of Sewpercoat in the State of Florida. For verification of this please feel free to contact David Waters with Porter & Associates, Florida rep (352) 483-6434 and Joe Tally with Imerys, National rep (757) 339-3327. Maxx is also the best leak-stopper in the state. Brad Miller has (24) years, Joseph (18) years, Israel (15) years and David (7) years experience applying Sewpercoat. Maxx can respond next-day to emergencies, We inspect every structure prior to pricing, All work is self-performed, We are a drug-free workplace, We never submit change-orders and all Maxx employees are 100% legal.

6.1.8. References: (See Attached)

6.1.9. Environmental/OSHA Compliance:

Safety at Maxx is top priority, All employees are confined-space certified. All field crew leaders are competent person certified. No structure is entered without full OSHA required preparation – Tripod, gas detector, winch cable connection, respirator and safety glasses. Maxx prides itself on excellent project preparation and management so we never rush our employees on the job thereby ensuring all safety measures are completed properly and accidents are prevented.

6.1.10. Conflicts of Interest: None.

6.1.11. Litigation: None. Will sign letter once provided.

6.1.12. Office Location: West Palm Beach (40 minutes away)

6.1.13. Sewpercoat Applicator Certification: (See Attached)



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6.1.8. Maxx Sewpercoat References

Maxx Environmental, LLC has been in operation since 2016, over (8) Years, is a certified applicator of and applies only Sewpercoat. Maxx has completed over 3000 manholes and 250 lift stations during this time.

Below are (5) references representing customers for whom we have performed the exact same sewer manhole and lift station rehabilitation work with Sewpercoat, as required for this solicitation.

1. City of Fort Myers (*Sewpercoat spec – 20+ Years*)

Manhole rehabs: **254**

Lift Station rehabs: **16**

Mr. James Stilts – Public Works Operations Supervisor

Tel: (239) 4839-6360 / jstilts@cityftmyers.com

2. Seacoast Utility Authority (*Sewpercoat spec – 20+ years*)

Manhole rehabs: **123**

Lift Station rehabs: **5**

Mr. Brent Weidenhamer – Utilities Supervisor

Tel: (561) 262-6341 / bweidenhamer@sua.com

3. City of Lake Worth Beach (*Sewpercoat spec – 20+ years*)

Manhole rehabs: **158**

Lift Station rehabs: **3**

Ms. Judy Love – Utilities Administrator

Tel: (561) 586-1719 / jlove@lakeworthbeachfl.gov



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4. City of Margate (Sewpercoat spec - 2 years)

Manhole rehabs: 209

Lift Station rehabs: 5

Mr. Pedro Stiassni – Utilities Project Manager

Tel: (954) 766-5448 / pstiassni@margatefl.com

5. City of Pembroke Pines (c/o BLD) (Sewpercoat spec - 15 years)

Manhole rehabs: 221

Mr. Armando Godoy – Utilities Director

Tel: (954) 518-9060 / agodoy@ppines.com



Product data sheet

Reference PDS-US-PG-05/15

SEWPERCOAT

PG 1/2" MINIMUM THICKNESS - MANHOLES
1" MINIMUM THICKNESS - WET WELLS

Updated 5/18/2015

1 General Characteristics

Composed entirely of calcium aluminates, SEWPERCOAT® PG is a pre-packaged ready to use, fiber reinforced, high strength wet shotcrete material.

SEWPERCOAT® PG is a mortar that is designed to coat both new and existing municipal wastewater structures including manholes, lift stations, wet wells, etc. It is designed specifically to provide an abrasion and corrosion-resistant, protective lining that can withstand severe biogenic corrosion caused by the hydrogen sulfide (H₂S) found in wastewater environments.

The unique properties of SEWPERCOAT® result from the chemical and mineral phases formed during the hydration process. SewperCoat is unique when compared to other materials such as ordinary Portland cement (OPC) concrete, epoxies, poly-vinyl chloride (PVC) or polyethylene because of its ability to inhibit bacterial activity which drastically reduces

the production of sulfuric acid.

SEWPERCOAT® is an adhesive mortar that possesses thin section toughness as well as high compressive and flexural strengths. Additional features include high early strength, freeze-thaw resistance as well as high temperature resistance (1,800°F/1,000°C). SEWPERCOAT® is also resistant to many other types of corrosion including sulfates, seawater, oils, gases, and dilute acids (pH range 3.5 – 11).

SEWPERCOAT® enhances the structural integrity of existing systems and reduces infiltration due to its high-density and low-porosity characteristics.

SEWPERCOAT® PG does not release calcium hydroxide as a hydration product. This imparts good chemical resistance and eliminates the major cause of efflorescence.

SEWPERCOAT® PG is a very dark gray color. SEWPERCOAT® PG does not contain crystalline silica.

TYPICAL MATERIAL PROPERTIES* (PERFORMED BY AN INDEPENDENT TESTING LABORATORY @ 14-16% water)				
SEWPERCOAT® PG		24 HRS	7 DAYS	28 DAYS
ASTM C 109	Compressive Strength, psi	>5,500	>6,000	>7,000
ASTM C 348	Flexural Strength, psi	>900	>1,100	>1,300
ASTM C 157	Shrinkage after 28d immersion, %	< 0.04	< 0.05	< 0.07
ASTM C 496	Splitting Tensile Strength, psi	>550	>600	>700
ASTM C 882	Bond Strength by Slant Shear, psi		>2500	>2500
ASTM C 666	Freeze-Thaw – 300 cyc, Rel. Dyn. Modulus	102		
ASTM C 642	Volume of Permeable Voids (40 days), %	15		
ASTM C 642	Apparent Density (40 days)	2.74		
ASTM C 469	Modulus of Elasticity (28 days), ksi	>5,000		
*The test results above were obtained under standard laboratory conditions and are presented as typical material properties only. Those properties presented above are not warranted or guaranteed by Kerneos. Properties obtained from field cast specimens may result in values different than those listed above. The warranted material properties are presented in section two of this Product Data Sheet.				

Kerneos Inc.
1316 Priority Lane Chesapeake, VA 23324
Phone: (757) 284-3200 - FAX: (757) 284-3300

 **kerneos**
ALUMINATE TECHNOLOGIES



ISO 9001



October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

A handwritten signature in black ink, appearing to read 'Joseph Talley', is written over a light blue horizontal line.

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.





Florida SewperCoat Applicators

Maxx Environmental

Brad Miller
3610 Fiscal Court
Riviera Beach, FL 33404
Ph: 561-842-8833
Fx: 561-881-0013
Mobile: 561-398-2781
brad@pipelineutilites.com

Danus Utilities

Andy Darling
2320 Beardall Avenue
Sanford, FL 32771
Ph: 407-878-1254
Mobile: 386-566-8805
andy@danusutilities.com

Rowland, Inc.

Ryan Perez
6855 102nd Avenue North
Pinellas Park, FL 33782
Ph: 727-545-3815
Fx: 727-546-8464
Mobile: 813-455-3715
rperez@rowland-inc.com

B&J Linings, Inc.

Tim Deans
6581 Slater Pines Drive
North Fort Myers, FL 33917
Ph: 239-567-1866
Fx: 239-731-5206
Mobile: 941-232-2352
jtdeans@msn.com

RCM Utilities

Bob Baker
100 W. Mills Avenue
Eustis, FL 32726
Ph: 352-561-2990
Cell: 352-667-0171
bob@rcmutilities.com

Intercounty Engineering

Ron Frangione
1925 NW 18th Street
Pompano Beach FL 33069
Ph: 954-972-9800, 207
Fx: 954-960-8616
Mobile: 754-779-1065
rfrangione@intercountyengineering.com



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6.2. Scheduling (Max 15 points)

ONE point of contact – Bradley Miller.

Responses are immediate and efficient.

Same or next-day mobilization to site for emergencies.

Two week turn around on mobilization for standard scheduled work.

All work is self-performed ensuring fast and high-quality performance.

Maxx can complete up to 25 full manhole rehabs within 1 work week.

Maxx can complete 1 full lift station rehab with bypass within 4 days.

Maxx workers consistently complete work faster than scheduled.

6.3. Overall Approach and Methodology (Max 25 points)

Maxx takes great pride in excellent communication with customers. Calls are answered immediately with no later than same-day response for standard non-emergency calls.

Maxx puts safety compliance and practices above all else including money.

Maxx receives about 90% of its work from word of mouth, referrals and repeat business. This comes from many years of providing high-quality all-around performance.

Maxx specializes in the application of Sewpercoat. Our single-product business model ensures that our field staff can consistently perform with 100% quality control with regards to both the product and its application.

The owners of Maxx are both 40 year veterans in the local underground construction industry and therefore have substantial financial resources.

General Manager Bradley Miller has been working solely with the Sewpercoat product since 2001 (23 years) and has been a part of the success and specification strength of Sewpercoat throughout Florida.

6.4. Cost Proposal (Max 25 points) - (See Attachment B)

<u>LINE</u> <u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT</u> <u>PRICE</u>
1	Mobilization	LS	500.00
2	MOT FDOT Roadway	EA	3,000.00
3	MOT County Roadway	EA	1,000.00
4	MOT Local Roadway	EA	500.00
5	Manhole 4' Diameter w/coating (Precast)	VF	230.00
6	Manhole 5' Diameter w/coating (Precast)	VF	280.00
7	Manhole 6' Diameter w/coating (Precast)	VF	340.00
8	Manhole 4' Diameter w/coating (Brick)	VF	260.00
9	Manhole 5' Diameter w/coating (Brick)	VF	330.00
10	Manhole 6' Diameter w/coating (Brick)	VF	470.00
11	Wet-well 6' Diameter w/coating (Precast)	VF	690.00
12	Wet-well 8' Diameter w/coating (Precast)	VF	950.00
13	Wet-well 10' Diameter w/coating (Precast)	VF	1,180.00
14	Wet-well 12' Diameter w/coating (Precast)	VF	1,450.00
15	Invert/Bench Repair	EA	600.00
16	Existing Coating Removal	SQ FT	9.00
17	Sandblasting	EA	1,000.00
18	By-pass pumping < 6"	HR	150.00
19	By-pass pumping > 6"	HR	200.00
20	Vactor Truck	HR	300.00
21	Catch Basin 2'	SQ FT	35.00
22	Catch Basin 3'	SQ FT	30.00
23	Catch Basin 6'	SQ FT	30.00



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6.5. Local Business Program (Max 5 points)

Maxx office is located 40 minutes away from Pompano. Maxx is not located within the City of Pompano Beach.

Maxx regularly uses Shenandoah on our local jobs which is our submission for local Pompano Beach company.

This solicitation covers a very specific, dangerous and high-liability type of work which does not lend itself favorably to using subcontractors outside of our standard list.

Maxx prefers to perform all of its own work to guarantee a safe, high-quality and reliable finished product for the owner.





PIPEUTI-01

EFIFELSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2025

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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Suzi Niedermeyer PHONE (A/C, No, Ext): (305) 722-2663 FAX (A/C, No): E-MAIL ADDRESS: sniedermeyer@acrisure.com														
INSURED Maxx Environmental LLC 3610 Fiscal Court Riviera Beach, FL 33404	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Executive Risk Indemnity Inc.</td> <td>35181</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER D : Pacific Indemnity Company</td> <td>20346</td> </tr> <tr> <td>INSURER E : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER F : Berkley Assurance Company</td> <td>39462</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Executive Risk Indemnity Inc.	35181	INSURER B : Federal Insurance Company	20281	INSURER C : Landmark American Insurance Company	33138	INSURER D : Pacific Indemnity Company	20346	INSURER E : AGCS Marine Insurance Company	22837	INSURER F : Berkley Assurance Company	39462
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COVERAGES

CERTIFICATE NUMBER:

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	X	X	5431003005	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			54310029	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> PIP Limit: \$10,000		PROPERTY DAMAGE (Per accident) \$				
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			LHA602857	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			(25)5431-00-31	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			MXI93093189	10/1/2024	10/1/2025	Leased/Rented \$ 1,000,000
F	Pollution/Prof Liab			PCXB50260671024	10/1/2024	10/1/2025	Each/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City Of Pompano Beach is included as additional insured, on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability and workers comp when required by written contract. 30 day written notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City Of Pompano Beach
 Attention Risk Manager
 100 West Atlantic Boulevard
 Pompano Beach, FL 33060

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

[illegible]

EXHIBIT B
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: MAXX ENVIRONMENTAL
 (Name of Prime or General Bidder)

RFQ Number 25-006

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

VACTOR TRUCK SERVICE FOR CLEANING
AND PREP REMOVAL IN LIFT STATIONS.

1/13/2025
 (Date)

SMENANDOAH GEN. CONST. LLC
 (Name of Local Business Contractor)

1888 N.W. 22nd St.
 (address)

POMPANO, FL 33069
 (address City, State Zip Code)

BY: PERRY MOFF
 (Name)

EXHIBIT "C"
LOCAL BUSINESS
UNAVAILABILITY FORM

RFP #

25-006I, N/A

(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RFP # 25 - 006

1. What portions of the contract have you identified as SBE opportunities?

VACTOR TRUCK SERVICE SUB.

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

SUB IS FAMILIAR WITH WORK SCOPE.

3. Did you send written notices to SBEs?

☐ Yes

☒ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

☐ Yes

☒ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

CHECKED BROWARD COUNTY LIST OF SBE'S
WITH THE OESBD.

7. List the SBEs you will utilize and subcontract amount/percentage.

TOP DOG INDUSTRIES, LLC - VETERAN (VOSB)

8. Other comments:

Note: Please attach the unavailability letters with this report.

RFP25-006 - Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services



Florida's Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

RFP25-006

**Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation
Services**

**Pre-Proposal Meeting:
December 17, 2024, at 10:00 A.M.**

Virtual Zoom Meeting

For access, go to:

<https://www.pompanobeachfl.gov/meetings>

RFP OPENING: January 16, 2025, at 2:00 PM

Virtual Zoom Meeting

For access, go to:

<https://www.pompanobeachfl.gov/meetings>

RFP25-006 - Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services



December 9, 2024

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-006 - Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net/>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

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1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **"Bid"** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms **Bid** and **Proposal** may be used interchangeably throughout this RFP.
- **"Contract"** means any agreement resulting from this RFP. **Contract** and **Agreement** may be used interchangeably throughout this RFP.
- **"Project"** means work on all related stormwater and sanitary sewer infrastructure, including certain utilities and connecting roadways.
- **"Project Team"** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **"Proposer"** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- **"Team Member(s)"** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **"Proposal"** means the complete response of the Proposer to the RFP, including adequately completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect the requirements deemed necessary for the agreement/contract by the City.

2. SCHEDULE OF EVENTS

RFP NUMBER:	RFP25-006
RFP TITLE:	Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services
RELEASE DATE:	December 9, 2024
DATE PUBLISHED IN SUN-SENTINEL	December 11, 2024
Pre-Proposal Meeting: VIRTUAL ZOOM MEETING	December 17, 2024, at 10:00 AM
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	January 7, 2025, at 5:00 PM
RFP RESPONSES DUE DATE/TIME:	January 16, 2025
EVALUATION COMMITTEE MEETINGS	TBD
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

3. INTRODUCTION AND GENERAL INFORMATION

3.1. Project Background

The City requires one or more Proposers to perform sanitary sewer and stormwater manholes/catch basin rehabilitation services as needed throughout the City of Pompano Beach's service areas. The City has standardized the use of SewperCoat® as the product to rehabilitate wastewater and stormwater infrastructure for the City; therefore, the Proposers must be authorized by the manufacturer as Florida SewperCoat® Applicators to submit a proposal. Specifications for the performance of these services are included as Attachment A.

3.2. Pre-Proposal Meeting

The Pre-Proposal Meeting will be held via Virtual Zoom Meeting on December 17, 2024, at 10:00 AM. (local). The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>.

3.3. Proposal Submittal Due Date

The City will receive sealed proposals by **2:00 p.m. (local) on January 16, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.4. Questions and Communication

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before **January 7, 2025, at 5:00 PM** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

4. SCOPE OF SERVICES

The City of Pompano Beach is seeking proposals from manufacturer-authorized Florida SewperCoat® Applicators to perform sanitary sewer and stormwater manholes/catch basin rehabilitation services as needed throughout the City. Specifications for the performance of these services are included in Attachment A and include but are not limited to the following:

4.1. Objectives

- Rehabilitate deteriorated sanitary sewer and stormwater manholes to extend their service life.
- Address structural deficiencies, infiltration, and inflow issues in the sewer and stormwater systems.
- Ensure compliance with regulatory standards and environmental requirements.
- Minimize disruptions to the community and traffic flow during rehabilitation activities.

4.2. Scope of Work

- Conduct a comprehensive assessment of sanitary sewer and stormwater manholes/catch basins to identify structural defects, corrosion, infiltration, and other issues.
- Develop a prioritized list of manholes requiring rehabilitation based on assessment findings and criticality.
- Prepare a detailed rehabilitation plan, including repair methods, materials, and timelines.

4.3. Rehabilitation Activities

- Perform structural repairs such as grouting, sealing, and patching of cracks and leaks.
- Install protective coatings to prevent corrosion and deterioration.
- Replace damaged or deteriorated components such as frames, covers, steps, and risers.
- Address infiltration and inflow issues by installing liners, seals, and other appropriate measures.
- Clean and prepare manholes prior to rehabilitation activities.

4.4. Quality Assurance and Compliance

- Ensure all rehabilitation works meet industry standards, specifications, and regulatory requirements. Conduct quality control inspections at various stages of the rehabilitation process to verify workmanship and compliance.
- Maintain accurate records of all rehabilitation activities, including inspections, testing, and materials used, to provide to the City if requested.
- Coordinate with regulatory agencies as necessary to obtain permits and approvals for rehabilitation activities.

4.5. Project Management

- Assign a project manager to oversee the contract's execution and serve as the primary point of contact.
- Develop a detailed schedule for rehabilitation activities, including milestones and deadlines.
- Monitor progress against the schedule and adjust resources as needed to ensure timely contract completion.
- Provide regular updates and reports to stakeholders on the project status.

4.6. Deliverables

- Completed rehabilitation of designated sanitary sewer and stormwater manholes/catch basins in accordance with the approved product SewperCoat® and manufacture specifications.
- Documentation of all rehabilitation activities, including inspection reports, testing results, and record drawings.
- As-built drawings showing the location and condition of rehabilitated manholes if required.
- Final Completion date shall be no more than ninety (90) calendar days after notice to proceed.

5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

5.1. Submission Format Requirements

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

5.2. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

5.3. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

5.4. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

5.5. Environmental Regulations and OSHA Violations

The City reserves the right to consider the Proposer's history of citations or OSHA violations of Environmental Regulations and in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

6. Proposal Requirements and Evaluation Criteria

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 7 for the proposal submitted. The maximum possible points awarded for each section are notated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

6.1. Proposer's Qualifications and Experience (Maximum 30 Points)

6.1.1. Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of the contact person, and the date.

6.1.2. Table of Contents:

Include a clear identification of the material by section and by page.

6.1.3. Letter of Interest:

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

6.1.4. Understanding of the Project:

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City and the community.

6.1.5. Organizational Chart and Principal/Key Team Members:

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that will be designated as principals and/or key team members for the Proposer. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

6.1.6. Statement of Skills and Experience of Project Team:

Provide resumes for key project team members and their experience of similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past 2 years) where the team members have performed projects with similar characteristics.

6.1.7. Unique Capabilities:

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project.

6.1.8. References:

Provide references (no more than 5 from past projects) of projects of similar scope, preferably of a similar size and scope. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project.

6.1.9. Environmental/OSHA Compliance:

Submit a complete history of all environmental/OSHA citations, violations, notices, and dispositions. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations.

6.1.10. Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

6.1.11. Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years.

6.1.12. Office Locations:

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary.

6.1.13 SewperCoat® Applicator Certification:

Provide certification from Imerys that the proposer is an authorized Florida SewperCoat® applicator.

6.2. Scheduling (Maximum 15 Points)

Describe the ability of the team to coordinate and successfully complete the projects within the scheduled timeline.

6.3. Overall Approach and Methodology: (Maximum 25 Points)**6.4. Cost Proposal (Maximum 25 Points)**

Proposers will provide a detailed cost proposal for the line items and unit quantities within the Line Items tab of lonwave. The proposed price shall include labor, materials, travel, equipment, and all items necessary to perform the work as detailed in the attached specifications. Pricing will be fixed unless pricing volatility exists, as referred to in Section 8.27. **Performance and Payment Bonds are required for projects over two hundred thousand dollars (\$200,00.00). Performance and Payment Bonds must be recorded with Broward County. Insurance is required for this solicitation.**

The lowest-priced proposal will be awarded the maximum score for this section. Every other response will be given points proportionally to the lowest-priced proposal. The point total will be calculated by dividing the lowest-priced proposal by the vendor's proposal and multiplying it by the maximum points allotted for this section.

<u>Lowest priced Proposal</u>		Maximum Allotted		Assigned
Vendor's Proposal	X	Points	=	Score

RFP25-006 - Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services

$$\text{Example: } \frac{\$1,650,000}{\$2,000,000} (0.825) \times 25 = \underline{\underline{20.625 \text{ points}}}$$

6.5. Local Business Program (Maximum 5 Points)

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! Section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be

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used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in an "unsatisfactory" compliance rating. Unsatisfactory ratings may impact the award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
 - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

6.6. Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

6.6.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

6.6.2. Insurance

The insurance described herein reflects the requirements deemed necessary for this contract by the City. The contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the city as an additional insured on a primary basis on all such coverage.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions have been received and approved in writing by the City's Risk

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Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to the City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible for delivering to the CITY for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
- B. Liability Insurance
 - 1. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
 - 2. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

TYPE OF INSURANCE LIMITS OF LIABILITY

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

XX comprehensive form bodily injury and property damage

XX premises - operations bodily injury and property damage

XX explosion & collapse

XX hazard

XX underground hazard

XX products/completed bodily injury and property damage combined

XX operations hazard

XX contractual insurance bodily injury and property damage combined

XX broad form property damage, bodily injury, and property damage combined

XX independent contractor's personal injury

XX personal injury

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____ sexual abuse/molestation
 ____ liquor legal liability

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

XX comprehensive form

XX owned

XX hired

XX non-owned

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

REAL & PERSONAL PROPERTY:

____ Comprehensive form

Agent must show proof they have this coverage.

EXCESS LIABILITY:

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate

XX other than umbrella bodily injury and property damage combined

ENVIRONMENTAL / POLLUTION LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

XX environmental/pollution liability

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

____ professional liability

CONTRACTOR is required to provide Professional Liability if engineering and design are used.

CYBER LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

____ Network Security / Privacy Liability

____ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

____ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)

____ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

* Policy to be written on a Claims incurred basis

3. If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for the Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.
 - D. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - i. Certificates of Insurance evidencing the required coverage;
 - ii. Names and addresses of companies providing coverage
 - iii. Effective and expiration dates of policies; and
 - iv. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
 - E. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
 - F. **Waiver of Subrogation:** The contractor hereby waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.
 - G. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.
 - H. Builder Risk insurance is not required.

7. EVALUATION AND AWARD

7.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive.

7.2. Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Service Agreement.

7.3. Evaluation Process

Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
6.1	Proposer's Qualifications and Experience	30
6.2	Scheduling	15
6.3	Overall Approach and Methodology	25
6.4	Cost Proposal	25
6.5	Local Business Program	5

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

7.4. Tie Breaker:

In case where there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Closest Proximity/Location to the Project site
- 4) Coin Toss

7.5. Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

7.6. Committee Questions:

The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for shortlisting purposes. After an initial review of the proposals, the City may invite proposals for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

7.7. Committee's Recommendations:

The Evaluation Committee may recommend rejecting any proposals or awarding the Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services. A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked

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responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

7.8. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

7.9. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

8. STANDARD PROVISIONS

8.1. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

8.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

8.3. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

8.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

8.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

8.6. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, Proposer's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

8.7. Contract Terms

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or

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willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

8.8. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

8.9. Manner of Performance

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

8.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

8.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

8.12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

8.13. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by

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the City in writing.

8.14. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

8.15. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

8.16. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

8.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

8.18. Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

8.19. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

8.20. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

8.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any

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City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

8.22. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

8.23. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

8.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

8.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.26. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

8.27. Price Adjustments

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director's sole discretion on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

- i. The volatility is due to causes wholly beyond the vendor's control and
- ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
- iii. The effect on pricing or availability of supply is substantial, and
- iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: The Director of Procurement and Contracts must confirm any pricing adjustment in writing.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

8.28. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 26, payment will be made within 45 days after receipt of a proper invoice.

8.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible

RFP25-006 - Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services

personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

8.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

8.31. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 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 the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

8.32. Public Records Custodian:

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253,
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

9. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda is issued to this RFP solicitation, the addendum will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

10. ATTACHMENTS AND EXHIBITS

10.1. Attachments

Attachment A – Specifications

Attachment B – Line-Item Pricing

10.2. Appendix B - City Forms

Exhibit A - Local Business Participation Form

Exhibit B - Letter of Intent Form

Exhibit C - Local Business Unavailability Form

Exhibit D - Good Faith Effort Form



**City of Pompano Beach
Procurement and Contracts Department
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

January 2, 2025

ADDENDUM #1, RFP25-006

RFP25-006 Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services

To Whom It May Concern,

The following documents have been added to the Attachments tab:

- Attachment C - Line Items
- T-40-19 Tabulation

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receiving written questions in the eBid System is **January 7, 2025, at 5:00:00 p.m. (local).**

The deadline for accepting proposals in the eBid system is **January 16, 2025, at 2:00:00 p.m. (local).**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeffrey English, Purchasing Agent.

cc: website

Online Questions & Answers

Event Information

Number: RFP25-006 Addendum 1
 Title: Sanitary Sewer and Stormwater Manhole/Catch Basin Rehabilitation Services
 Type: Request for Proposals
 Issue Date: 12/9/2024
 Question Deadline: 1/7/2025 05:00 PM (ET)
 Response Deadline: 1/16/2025 02:00 PM (ET)
 Notes: The City of Pompano Beach (City) will receive sealed proposals for sanitary sewer and stormwater manhole/catch basin rehabilitation services until 2:00:00 p.m. (local) on January 16, 2025. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposers must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The solicitation documents can be downloaded for free from the eBid System as a PDF at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the Zoom link.

Published Questions

Question: Will you accept substitute products other than Sewpercoat?

Answer: No.

Asked: 1/7/2025 04:27 PM (ET)

Question: How long is this contract for and are there options for renewal?

Answer: Although the current plan is for a 3-year contract with two 1-year renewals, the contract term will be negotiated with the successful proposer(s).

Asked: 1/6/2025 01:14 PM (ET)

Question: Good day Will you please provide the contact information for SewperCoat Manufacturer and their Local representative. I have been trying without success. Thanks.

Answer:

The authorized SewperCoat® regional representative is as follows:

Clay Waters

Porter Associates

Engineered Products - Water, Sewer & Drain

(352) 589-5888 Office

(352) 551-6543 Cell

(352) 589-5525 Fax

clay@porterassociates.com

www.porterassociates.com

Asked: 1/3/2025 10:50 AM (ET)

Question: Can you please confirm time for bid submittal is as stated 1/16/2025 12:00:00 AM (ET)?

Answer: Confirmed. The due date and time for proposal submission is 1/16/2025 at 2:00:00 PM.

Asked: 12/18/2024 12:24 PM (ET)

Question: Is a bid bond required?

Answer: No.

Asked: 12/13/2024 05:06 PM (ET)

Question: Is there an SBE percentage requirement?

Answer: No.

Asked: 12/13/2024 05:05 PM (ET)

Question: What is the contract term or the project completion time?

Answer: Rehabilitation sites will be identified and scheduled on an as-needed basis. As such completion times will be negotiated per project with each contractor.

Asked: 12/13/2024 05:05 PM (ET)

Question: Will you have any plans or pictures to provide?

Answer: No.

Asked: 12/13/2024 05:03 PM (ET)

Question: Please provide the previous contract's itemized bid tabulation for this same type of project.

Answer: As a part of Addendum-1, "T-40-19 Tabulation" has been added to the Attachments tab. Please note that this solicitation is an RFP, and the scope and line items have changed.

Asked: 12/13/2024 05:02 PM (ET)

Question: What is the Engineer's Estimate for this project?

Answer: Rehabilitation sites will be identified and scheduled on an as-needed basis. As such there is no engineer's estimate or budget for these services.

Asked: 12/13/2024 05:01 PM (ET)

Question: Please provide an excel bid line-item form.

Answer: As a part of Addendum-1, "Attachment B-Line Items" has been added to the Attachments tab.

Asked: 12/13/2024 05:01 PM (ET)

Question: Does this project require the professional liability insurance?

Answer: No.

Asked: 12/13/2024 04:17 PM (ET)

Question: Confirming the e-bid due date and time is 1/16/25 at 2pm. The lonwave website says 12am.

Answer: The due date and time for proposal submission is 1/16/2025 at 2:00:00 PM.

Asked: 12/13/2024 04:07 PM (ET)

Question: Can you add a line item for a 6 foot diameter wet well? (Most of your lift station wet wells are 6 foot diameter)

Answer: As a part of Addendum-1, the rehabilitation of a 6-foot diameter wet well has been added to the Attachments tab.

Asked: 12/10/2024 06:48 PM (ET)

Question: What is the budget?

Answer: Rehabilitation sites will be identified and scheduled on an as-needed basis. As such there is no engineer's estimate or budget for these services.

Asked: 12/10/2024 10:28 AM (ET)

Question: Would you consider Quadex GeoKrete an approved manhole liner? GeoKrete is a fully structural and corrosion-resistant geopolymer mortar that provides exceptional portection in environments with high hydrogen sulfide levels. This eco-friendly, one-component material is easy to use-simply add water. It is formulated from industrial byproducts, enchanced with monocrystalline aggregate, ensuring superior physical properties and chemical resistance.
<https://vortexcompanies.com/product/geokrete-structural-geopolymer/>

Answer: No. SewperCoat® is the approved product for this RFP, per Sections 3.1, 4.6, and 6.1.13 of the solicitation document.

Asked: 12/10/2024 08:55 AM (ET)

EXHIBIT – "C"

CONTENT:

1. Insurance Requirements
2. Approved Insurance

EXHIBIT C - INSURANCE REQUIREMENTS
SERVICE AGREEMENT # 12820

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

EXHIBIT C - INSURANCE REQUIREMENTS
SERVICE AGREEMENT # 12820

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ CG2010	ongoing operations (or its' equivalent)
___ CG 2037	completed operations (or its' equivalent)
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

☒ Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form	<input type="checkbox"/>	Minimum \$10,000/\$20,000/\$10,000
XX owned		(Florida's Minimum Coverage)
XX hired		
XX non-owned		

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

* Must written on a true follow form basis.

Per Occurrence Aggregate

XX other than umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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EXHIBIT C - INSURANCE REQUIREMENTS
SERVICE AGREEMENT # 12820

ENVIRONMENTAL/POLLUTION LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis.	\$5,000,000	\$5,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY	Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis	\$3,000,000	\$3,000,000

- ___ Network Security / Privacy Liability
- ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- ___ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)
- ___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY	Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

EXHIBIT C - INSURANCE REQUIREMENTS
SERVICE AGREEMENT # 12820

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Payment and Performance Bond. Florida Statue Section 255.05, requires contractors who enters into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000 even though the cost of each service line installation and connection is less than \$200,000. The payment and performance bond amount must be equal to the project size.



PIPEUTI-01

EFIFELSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2025

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 Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Suzi Niedermeyer PHONE (A/C, No, Ext): (305) 722-2663 E-MAIL ADDRESS: sniedermeyer@acrisure.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Executive Risk Indemnity Inc. NAIC # 35181 INSURER B : Federal Insurance Company 20281 INSURER C : Landmark American Insurance Company 33138 INSURER D : Pacific Indemnity Company 20346 INSURER E : AGCS Marine Insurance Company 22837 INSURER F : Berkley Assurance Company 39462
INSURED Maxx Environmental LLC 3610 Fiscal Court Riviera Beach, FL 33404	

COVERAGES

CERTIFICATE NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	5431003005	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY PIP Limit: \$10,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			54310029	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LHA602857	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	(25)5431-00-31	10/1/2024	10/1/2025	<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
E	Equipment Floater			MXI93093189	10/1/2024	10/1/2025	Leased/Rented \$ 1,000,000
F	Pollution/Prof Liab			PCXB50260671024	10/1/2024	10/1/2025	Each/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Of Pompano Beach is included as additional insured, on a primary and non-contributory basis when required by written contract. Waiver of subrogation applies in favor of the additional insured with respect to general liability and workers comp when required by written contract. 30 day written notice of cancellation subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City Of Pompano Beach
Attention Risk Manager
100 West Atlantic Boulevard
Pompano Beach, FL 33060

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