

City of South Daytona

Office of the City Manager / Department of Public Works

Post Office Box 214960 • South Daytona, FL 32121-4960 • 386/322-3080 • FAX 386/322-3090



MEMORANDUM

To: James L. Gillis Jr., City Manager
From: Brian Peek, Public Works Director *BP*
Re: Sewer Rehabilitation Services
Date: February 17, 2021

AGENDA ITEM

D19 DATE 3/9/2021

Approximately 300 feet of clay sewer pipe needs repair on Olive Street. Due to the depth and material of the pipe, a common and effective means of repair is to install a cured-in-place epoxy laminate. This laminate, or liner, is installed by pushing water through the inverted flat hose and into the pipe (like blowing air into a rubber glove pushing the finger portion out). The liner is then heated with hot water to activate the resin and kept under a specified water pressure to push against the inside wall of the damaged pipe. Once the liner is cured, flow is restored making for an essentially new pipe from the inside.

Three companies were contacted regarding the work and two returned with quotes. The low bidder at \$18,477 was American In-Line Inspection Services Inc. The purchase order was created, and work began. Upon further inspection, the company found multiple severe breaks and ground water gushers. A video of these breaks and infiltration is available if you wish to view it. The damage does not result in a total loss but must be repaired in a different manner prior to lining the full run. American In-Line can perform this work and provided a quote to do so for an additional \$9,500. The added cost of the repair, while still the lowest bid, exceeded the limit of our Purchasing Policy, and thus required a closed bid. After review of existing contracts in the area, the City of Eustis currently holds an agreement for these services with American In-Line. With Council's approval, we intend to use this agreement through cooperative purchasing specified and permitted by section 2.140(B) of the City Code. An agreement specified for South Daytona is attached in Appendix A.

The agreement for the City of Eustis carried an initial term of July 25, 2017 through April 28, 2020 with three additional one-year renewal periods. City of Eustis has renewed the agreement up to April 28, 2021 which is documented in the amendment attached in Appendix B. With our agreement we intend to use the second renewal period effectively extending the contract through April 28, 2022.

Other sections of the City need to be inspected and will likely require repair. Having this agreement in place will set us up for further success in the future and solves our immediate problem now.

APPENDIX A:
SERVICE AGREEMENT

**SERVICES AGREEMENT FOR IN-LINE INSPECTION AND
REHABILITATION SERVICES**

THIS SERVICES AGREEMENT FOR IN-LINE INSPECTION AND REHABILITATION SERVICES (this "Agreement") is entered into by and between the CITY OF SOUTH DAYTONA, a Florida municipal corporation, whose address is 1672 S. Ridgewood Ave, South Daytona, Florida 32119 (hereinafter referred to as "City"), and AMERICAN IN-LINE INSPECTION SERVICES, INC., whose address is 415 Timaquan Trail, Edgewater, Florida 32132 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City desires to engage an independent contractor to provide in-line inspection and rehabilitation services on a task assigned basis; and

WHEREAS, the City of Eustis ("Eustis") has previously selected CONTRACTOR through the competitive procurement process pursuant to RFP 007-17 to provide Eustis with in-line inspection and rehabilitation services and Eustis entered into that certain Contract dated April 28, 2017 to provide such services, a true and accurate copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (collectively herein "Original Government Contract"); and

WHEREAS, the City has reviewed the procurement documents concerning Eustis' procurement of CONTRACTOR's services and agrees with the process and the selection of CONTRACTOR; and

WHEREAS, the Agreement had an initial term of April 28, 2017 through April 28, 2020, with an option to renew the Agreement for an additional three (3) one-year renewal periods upon the mutual consent of both parties; and

WHEREAS, the Agreement was amended on June 17, 2020 to extend the original agreement through April 28, 2021; and

WHEREAS, the City has determined that use and procurement of CONTRACTOR's services pursuant to the terms and conditions of the Original Government Contract by piggybacking on such contract is cost-effective and in the best interest of the City; and

NOW THEREFORE, for good and valuable consideration, which the parties acknowledge, the City and CONTRACTOR agrees to enter into and does hereby enter into this Agreement as set forth herein:

1. RECITALS: The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Agreement by this reference.

2. SERVICES. CONTRACTOR, as an independent contractor and consultant, shall provide the City with in-line and rehabilitation services in accordance with the terms and conditions of the Original Government Contract between Eustis and CONTRACTOR attached hereto as **Exhibit "A,"** except that the "City of South Daytona" shall be substituted for the "City" and references to

“City of Eustis.” For services rendered by CONTRACTOR to the City, the City shall pay CONTRACTOR based on the unit prices specified in the Original Government Contract through work orders issued by the City to CONTRACTOR. The City shall specify the location and quantity of services to be performed through work orders. There is no guaranteed minimum amount of units or services to be ordered under this Agreement. The date of final completion for services by CONTRACTOR under this Agreement is to be established for each task through work order(s) issued by the City. Except to the extent they conflict with this Agreement, the scope of services, terms and conditions of the Original Government Contract are hereby incorporated into this Agreement as material terms and conditions. In the event the terms of this Agreement conflict with the terms of the Original Government Contract, the terms of this Agreement shall control to the extent of the conflict. The price to be paid under each work order (or task order) should be less than the Florida statutory thresholds for triggering formal procurement for public works and construction projects unless otherwise approved by the City Commission. The City shall have no liability or responsibility for or concerning CONTRACTOR’s services performed for Eustis or any other party. The estimated annual expenditure under the Original Governmental Contract does not apply to this Agreement.

3. **TERM/TERMINATION.** By enacting one of the two remaining one-year renewal periods prior to the expiration of the current renewal, the term of this Agreement shall be from the Effective Date until April 28, 2022, unless terminated earlier in accordance with this Agreement. This Agreement may be terminated in the same manner as specified in the Original Government Contract. Thereafter, this Agreement may be extended as mutually agreed to by CONTRACTOR and the City for the remaining one (1) additional one year renewal terms.

4. **INSURANCE.** Within ten (10) days from the Effective Date and prior to rendering services to the City, CONTRACTOR shall provide the City with certificates of insurance evidencing insurance coverage required by the Original Government Contract. CONTRACTOR shall maintain required insurance coverage during the term of this Agreement.

5. **Public Records Act.** The public records act provisions of the Original Government Contract and the CONTRACTOR’s duties thereunder are incorporated herein, except for the Eustis specific information which is substituted with the following: **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Jay Robinson, Executive Assistant, 1672 S. Ridgewood Ave., South Daytona, Florida 32119; Email: jrobinson@southdaytona.org**

6. **Deductive Change Orders.** At any time and without penalty or cost, City shall have the right to reduce or eliminate any portion of the services not yet performed by CONTRACTOR from a particular work order (or task order) or generally from this Agreement through a unilateral directive or change order, and reduce the work order (or task order) sum accordingly based on hourly rates and unit prices for the portion of the services being eliminated.

7. No Liens. CONTRACTOR acknowledges and agrees that the City is a Florida municipality, and as such, the City's property, the work, and the Project involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes and other any liens. CONTRACTOR and its sub-contractors, materialmen and laborers shall not file or record claims of lien or any other liens against the work, the Project or any property owned by the City. CONTRACTOR hereby agrees to indemnify, defend, and hold the City harmless from all liens filed by CONTRACTOR and its sub-contractors, materialmen and laborers and all other claiming through CONTRACTOR against the Project, work and any property owned by the City, including for the City's attorneys' fees and costs (including for pre-suit, trial and appellate level expenses with attorneys selected by City). The City may require CONTRACTOR to secure and post a payment and performance bond for any services under a task order that exceed \$150,000.00.

8. Notice. Whenever in this Agreement it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and sent by certified or registered mail, return receipt requested, and addressed as follows:

To CONTRACTOR: American In-Line Inspection Services, Inc.
Attn: President
415 Timaquan Trail
Edgewater, Florida 32132

To City: City of South Daytona
Public Works Director
1770 Segrave St.
South Daytona, Florida 32119

With copy to: City of South Daytona
Attn: City Clerk
1672 S. Ridgewood Ave.
South Daytona, Florida 32119

9. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when the last of the parties has executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year entered by the last party executing this Agreement as written below.

American In-Line Inspection Services, Inc.

CITY OF SOUTH DAYTONA, a Florida
Municipal Corporation

By: _____

By: James L. Gillis Jr.

Its: _____

Its: City Manager

Date: _____

Date: _____

EXHIBIT A:

CITY OF EUSTIS RFP 007-17

CONTRACT

THIS CONTRACT is made and entered into this April 28, 2017, A.D., by and between the CITY OF EUSTIS, a municipal corporation of the State of Florida, herein called the "CITY" and AMERICAN IN-LINE INSPECTION SERVICES, INC., 415 TIMAQUAN TRAIL, EDGEWATER, FLORIDA, 32132, herein called the "CONTRACTOR."

WHEREAS, the Notice to Bidders for City Bid #007-17 - SEWER REHABILITATION SERVICES, has been properly advertised and the CONTRACTOR herein was determined the lowest responsible and responsive bidder to provide the services described in the bid documents, in accordance with the bid amounts submitted in writing.

NOW THEREFORE, it is covenanted and agreed as follows:

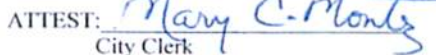
1. All proposal/bid documents and provisions are made a part of this contract as if fully set out herein.
2. The CONTRACTOR agrees to furnish the City of Eustis current certificates of Worker's Compensation in the amount required by law and Public Liability and Property Damage per terms of City Bid #007-17. The CONTRACTOR agrees to maintain said insurance during the life of the Contract.
3. The CONTRACTOR agrees to prosecute the work required by the Contract diligently and continuously to complete the scope of services for the City's Sewer Rehabilitation Services, as individual projects are approved.
4. The initial term of this contract shall be for a three (3) year period, with the option for an additional three (3) one-year renewal periods, upon mutual consent of both parties.
5. In prosecution of this Contract, the CONTRACTOR agrees to cooperate with representatives of the City of Eustis, its agents and employees, who might be engaged in inspections.
6. In the event that any of the provisions of the contract are violated by the CONTRACTOR, or by any subcontractor, the CITY may serve written notice upon the CONTRACTOR and the Surety of its intention to terminate the contract, and unless within ten (10) working days after the serving of such notice upon the CONTRACTOR, such violation or delay ceases and satisfactory arrangement of correction is made, the contract shall upon the expiration of said ten (10) days, cease and terminate.
7. Contractor shall comply with the State of Florida's public records laws pursuant to FS, Section 119.0701,
8. As compensation of the work done and as consideration of this Contract, upon satisfactory completion of the work covered by this Contract, in accordance with the terms hereof, the CITY agrees to pay the CONTRACTOR or his assigns the agreed upon amount for work completed, as outlined in the response to this solicitation.

IN WITNESS WHEREOF, the CITY has caused this instrument to be duly signed by its City Manager and its seal attached by the Clerk, and the Contractor has hereunto set his hand and seal, the day and year written above.

(SEAL)

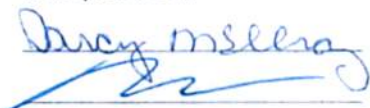
CITY OF EUSTIS, a municipal corporation of
the State of Florida


City Manager

ATTEST: 
City Clerk

By: 

Signed, sealed and delivered
In the presence of:



AMERICAN IN-LINE INSPECTION SERVICES, INC.

APPENDIX B:
AMENDMENT EXTENSION



CONTRACT AMENDMENT

1. Amendment No.: 1 Effective Date: 06/17/2020	2. Contract No.: #007-17 Effective Date: 04/28/2017
3. Purchasing Officer: Tracy M. Jeanes Telephone No.: (352) 483-5475	5. <u>Contractor Name and Address:</u> Company American In-Line Inspection Svcs. Contractor Address 1 415 Timaquan Trail Address 2 City,State,Zip Edgewater, FL 32132
4. <u>Issued By:</u> City of Eustis Purchasing Department P.O. Drawer 68 Eustis, Florida 32727	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written amendment and <u>return this form to the address shown in Block 4 within ten (10) days after receipt.</u> Retain a photocopy of the signed amendment form and attach to original contract, which was previously provided.	
7. <u>DESCRIPTION OF AMENDMENT:</u> Extension of original agreement for American In-Line Inspection Services, Inc. through April 28, 2021.	
8. Contractor's Signature <u>REQUIRED:</u> Name: <u>[Signature]</u> Title: <u>President</u> Date: <u>1-27-2021</u>	9. Eustis, Florida By: <u>[Signature]</u> Date: <u>6-17-20</u>
10. <u>DISTRIBUTION:</u> Greg Dobbins, Water Super.	

City of Eustis
Purchasing Department
P.O. Drawer 68, Eustis, Florida 32727
(352) 483-5475