

City of South Daytona

Department of Public Works

1770 Segrave Street • South Daytona, FL 32121 • 386/322-3080



MEMORANDUM

To: James L. Gillis Jr., P.E., City Manager

From: Brian Peek, P.E., Public Works Director

Re: Consideration of approving a proposal for \$69,495 from Advanced Plumbing Technology (APT) to line portions of the sewer main and laterals inside the Lantern Park subdivision as budgeted in the current fiscal year.

Date: March 23, 2022

With the City's new sewer inspection camera, staff was able to fully inspect the sewer system in Lantern Park. Lift Station #13 in the Lantern Park subdivision had indications of ground water intrusion with clear water entering the well and flows at odd times. The Utilities Department inspected the entirety of this sub-system of our sewer network. Multiple sections of this system have been lined in the past, but most of this system has not been touched since its install in the early 1970's. While a lot of the system is still in good shape, there are sections that are allowing groundwater to intrude into the piping.

Cured in place piping (CIPP) is the most non-invasive and cost-effective way to repair. Multiple companies offer this service at varying prices. As with anything else, higher quantities typically result in lower prices. Because of this and the size of our budget and City, it greatly benefits us to use cooperative purchasing by leveraging larger municipalities' contracts.

Attached to this memo in Appendix "A" is a contract from the City of St. Pete Beach utilizing Advanced Plumbing Technology (APT) which will do just that. The prices on this contract are significantly lower than we have seen in the past which allows us to repair more of our 225,000 feet of sewer system. By no means does the entire length of our system require lining, but the attached proposal is for repair of 1,670 feet of 8" sewer main. This length is roughly 22% of the sewer network running through Lantern Park. The remaining 78% is currently in acceptable condition, but we do intend to plan lining of multiple laterals in this system that are indicating signs of groundwater inflow. Lateral lining was not listed in the scope of the utilized contract; however, the price quoted has been deemed reasonable based on the work to be completed.

Staff is recommending that the City Council approve the proposal submitted by Advanced Plumbing Technology (APT). If approved, staff is planning to have the lining completed before we get to our summer months where groundwater infiltration would be at its highest.

The cost is within the budgeted amount for the current fiscal year and funding remains available for staff to recommend repairs to other areas within our system.

Continuing Commitment to Excellence



Advanced Plumbing Technology
638 East Highway 50, Suite 4
Clermont, Florida 34711
352.534.1504

Project Proposal

South Daytona, LS 13

Mar 8, 2022

Prepared For:

Brian Peek, PE
Public Works Director
South Daytona, City of
bpeek@southdaytona.org

Original Proposal Date: Mar 8, 2022 | Expiration Date: 90 Days from Mar 8, 2022 | sewerfix.com

About Us

Mission & Vision

To restore every community's underground pipeline infrastructure with integrity and accountability using the most advanced trenchless technologies.

At APT, we are your partners in the pursuit of conquering failing infrastructure, one pipe at a time. We instill value and innovation, above and below ground, in our pursuit to fix your community's pipeline infrastructure.

Our Value

Working With Integrity

Integrity and accountability are at the forefront of everything we do at APT.

Full Circle Solutions Provider

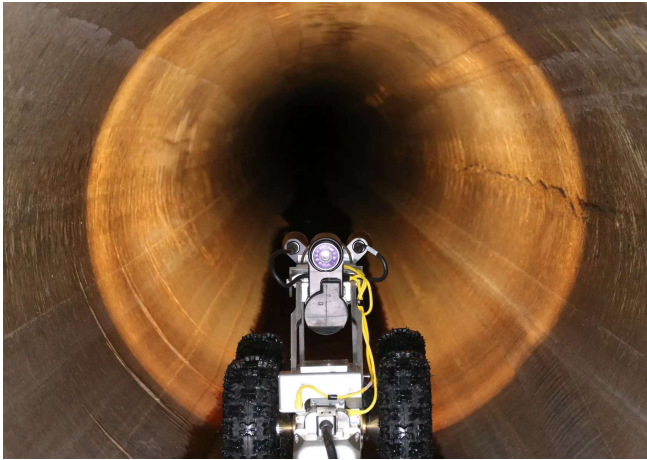
We offer a wide variety of comprehensive inspection and rehab services so you can use one trusted contractor.

Leadership, In Every Role

At APT, everyone is a leader, and we empower our field teams to make decisions on the fly to support your team in the best manner possible.

Experience

With a team that has over 150+ years of combined industry experience and over 3 million+ feet of inspection & CIPP rehab experience, we provide top quality services.



Who We Are

At APT, we are your partners in the pursuit of conquering failing infrastructure, one pipe at a time.

The team at APT loves helping communities, large and small, advance their goals of overcoming challenges related to pipeline infrastructure that every community faces.

By using advanced technologies and most importantly, a team of individuals that are committed to excellence every day in the pursuit of serving each of our customers, we are certain that we can offer each client maximum return on investment for your local community.

Some of Our Services

Pipe Cleaning

While pipeline cleaning is a relatively straightforward process, it still takes an expert team to do it right the first time.

Here at APT, we have the best personnel in the industry and a high level of accountability to ensure we meet your needs on every cleaning project.

Inspection Services

We offer comprehensive pipeline inspection and condition assessment for pipes from 2" – 203" in diameter.

Understanding your pipeline infrastructure condition is critical to determine life-cycle analysis and potential next steps for rehabilitation based on the overall condition.

CIPP Rehabilitation

Full trenchless pipe rehabilitation at a fraction of the cost of traditional dig-and-replace methods.

Whether you need services in small diameter laterals, sanitary sewer mainlines, or storm lines; we have your team fully covered.

Manhole Rehabilitation

We understand the importance of this often-overlooked sewer asset. Despite manholes often being referred to as the sewer system's windows, they have been mainly overlooked for inspection and rehabilitation efforts up until recently.

APT offers a list of rehab solutions for every manhole scenario.

Inspection Data

Data is important and so it is keeping it safe! APT uses a comprehensive data review cloud platform for inspection review and offers, as an option, unmatched 5-year post-contract data archiving for your team.

All our data complies to NASSCO standards and can be integrated into a variety of programs.

GPS Surveying

GPS collection for any infrastructure asset with sub-foot level accuracy.

By using advanced GPS collection devices, we can give your team highly accurate coordinate data in a variety of formats supporting your GIS efforts.

Project Details for South Daytona, LS 13

Project Background

Lift Station 13 (Lantern Park Lining) located South of Reed Canal Road and West of US 1. This will be typical 8" lining project of 1,670 8"x6mm and 39 lateral reinstatements. This will be our first project with the city.

Project Objective

Rehabilitate the sewer mains in Lantern Park. Lining the remainder of the pipe in this area and possibly (in a second task order) to line laterals from the main.

Project Overview

Contact: Brian Peeke, Public Works Director
BPeeke@southdaytona.org Ph: 386-322-3080.

Project located in the Lantern Park section, Lift Station 13, 1,670 LF of 8" mains, 39 lateral reinstatements, number of project days and schedule TBD. Pre Con meeting to be scheduled by Philip Harbaugh, Project Manager APT.

Project Site Information



South Daytona, LS 13 Proposal

Proposal Date: Mar 8, 2022
Expiration Date: 90 Days from Mar 8, 2022

Prepared for South Daytona, City of
Brian Peek, PE
bpeek@southdaytona.org
3863223080

SERVICE	UNIT PRICE	QTY	LINE TOTAL
Standard Mobilization	\$3,500.00	1	\$3,500.00
Normal Cleaning - 6" and 8" diameter	\$1.50	1670	\$2,505.00
Specialty Cleaning 6" and 8" diameter if required	\$5.00	0	\$0.00
Bypass Pumping Operation- 6"-10" diameter if required	\$150.00	0	\$0.00
8" CIPP Cost includes pre and post CCTV	\$17.00	1670	\$28,390.00
Lateral Service Reinstatement	\$900.00	39	\$35,100.00
Additional Access Cost Main Liner As Required	\$500.00	0	\$0.00
Removal of Protruding Service As Required	\$150.00	0	\$0.00
MOT - Flagging Per hour and per flagger	\$20.00	0	\$0.00
Total			\$69,495.00

Sincerely,



Mark French
Business Development Manager
Advanced Plumbing Technology
Mobile: 352-801-3930
mark@chooseapt.com



Proposal Acceptance for South Daytona, City of

Acceptance Date

General Terms & Conditions: All of APT's General Terms & Conditions are viewable on our website at sewerfix.com/municipal/terms-and-conditions.php

Appendix "A"

CITY OF ST. PETE BEACH, FLORIDA PURCHASE AGREEMENT

WASTEWATER SYSTEM PIPE LINING

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and ADVANCED PACE TECHNOLOGIES, LLC d/b/a ADVANCED PLUMBING TECHNOLOGY (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the goods or services described in this Agreement.

WHEREAS, Vendor is in the business of providing the goods or services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Chapter 119, Florida Statutes. Vendor shall abide by the legal requirements referenced above and in Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility, the Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work under

this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Vendor may be liable for all costs associated with the City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs, if necessary. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. City hereby agrees to purchase, and Vendor hereby agrees to sell or provide, the goods or services described in the proposal attached hereto and incorporated herein as Exhibit B.

5. Vendor shall deliver the goods, or provide the services, described herein no later than 9/30/2024 ("completion date").

6. This Agreement will remain in effect for a period of three (3) years with two (2) one (1) year extensions.

7. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 4 herein that Vendor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Vendor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

8. Upon Vendor's satisfactory delivery of the goods, or full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Vendor as per the Unit Prices listed in the Bid Schedule, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

9. Vendor fully warrants the title to any and all goods provided hereunder and agrees to defend the same against all claims whatsoever. At the time of delivery, Vendor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

10. Vendor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Vendor further warrants that any defects in the goods shall be properly repaired by Vendor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

11. City reserves the right to reject any defective goods, notwithstanding City's payment of the

purchase price provided herein.

12. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

13. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

16. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

17. This Agreement shall be binding upon the parties, their successors, assigns, and legal

representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

18. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

19. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Vendor's proposal (Exhibit "B")
- c. RFB (Exhibit "C")

20. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

21. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

22. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Advanced Pace Technologies, LLC
d/b/a Advanced Plumbing Technology
638 FL-50 Suite 4
Clermont, FL 34711

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

23. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

24. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

25. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Insituform Technologies, LLC
d/b/a Advanced Plumbing Technology

Signature: 

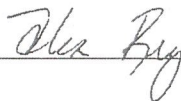
By: Chris Parker

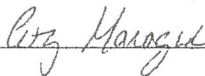
Its: Vice President-Municipal Services

Date: 12/6/2021

City of St. Pete Beach:

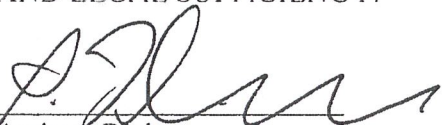
Signature: 

By: 

Its: 

Date: 11.29.21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Andrew Dickman
City Attorney

ATTEST:

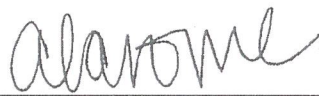

Amber LaRowe
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) **DEFINITIONS.** —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) **CONTRACT REQUIREMENTS.** —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

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 (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the 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 this chapter 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”

(Place Vendor’s Proposal behind this page)

EXHIBIT “C”

(Place RFB behind this page)

purchase price provided herein.

12. Vendor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Vendor guarantees said services for a period of 18 months from the date of final performance. Vendor shall provide all labor and materials necessary to repair any defective workmanship reported to Vendor within said guarantee period.

13. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

13. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor.

14. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

15. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Vendor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Vendor, Vendor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

16. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and