

RESOLUTION NO. 2023-060

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ATLANTIC PIPE SERVICES, LLC FOR PHASE 2 OF THE INFLOW AND INFILTRATION (I/I) MANHOLE REHABILITATION AND REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED \$682,562.88; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October and November 2021, 300 Engineering Group, P.A. (“300 Engineering”) conducted an inflow and infiltration (“I/I”) analysis of the Village’s sanitary sewer system to identify defective lateral lines which cause water to infiltrate into the Village’s sewer system, including the Village’s manholes; and

WHEREAS, 300 Engineering’s I/I analysis revealed defects and deficiencies relating to the manholes located throughout the Village’s four basins; and

WHEREAS, based on the I/I analysis, 300 Engineering recommended implementation of the I/I Manhole Rehabilitation and Repair Project, including rehabilitation and repair of manhole base and bench, sealing leaks via chemical grout, replacement of ring and cover, replacing broken or misaligned frame seals, and the replacement of missing rain dishes (the “Project”); and

WHEREAS, on April 6, 2021, St. Johns County, Florida (“St. Johns”) adopted Resolution No. 2021-71, competitively awarding Atlantic Pipe Services, LLC (the “Contractor”) Contract No. 21-MCC-ATL-13188 for manhole lining, renewal, and rehabilitation services (the “Services”) pursuant to Invitation to Bid No. 21-05 (the “St. Johns Contract”); and

WHEREAS, on July 19, 2022, pursuant to Section 36.25(J) of the Village Code, the Village Commission adopted Resolution No. 2022-61 approving an agreement with the Contractor for the Services based on the terms of the St. Johns Contract (the “Agreement”) and authorizing the Village Manager to issue a work order to the Contractor for the provision of the Services for Phase 1 of the Project relating to the main pump station basin, consistent with the terms and conditions of the Agreement and the proposal, in an amount not to exceed \$199,748.78; and

WHEREAS, the Village now requires the Services for Phase 2 of the Project in order to address defects and deficiencies relating to the manholes in the Village's remaining three basins (Village Hall, Hispaniola, and South Treasure); and

WHEREAS, based on the INI analysis by 300 Engineering, a public exigency exists in the Village that requires the Village to purchase the Services for Phase 2 of the Project without delay that may result from publicizing a competitive solicitation and therefore the Village seeks to utilize the Contractor's Services for Phase 2 of the Project based on the previously executed Agreement; and

WHEREAS, the Contractor has provided the Village with a proposal to provide additional Services for Phase 2 of the Project in an amount not to exceed \$682,562.88, which proposal is attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue the work order attached hereto as Exhibit "A" for the provision of the additional Services for Phase 2 of the Project in an amount not to exceed \$682,562.88, consistent with the Agreement previously entered into between the Village and Contractor; and

WHEREAS, on September 29, 2022, the Village Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, in order to fund the additional Services and pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the work order attached hereto as Exhibit "A" to the Contractor to provide the Services for Phase 2 of the Project in an amount not to exceed \$682,562.88, consistent with the Agreement previously executed.

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

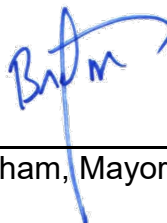
Section 4. Implementation. That the Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Chervony who moved its adoption. The motion was seconded by Commissioner Streitfeld and upon being put to a vote, the vote was as follows:

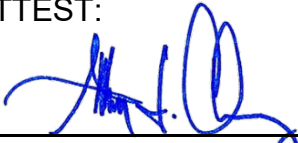
Mayor Brent Latham	<u>Yes</u>
Vice Mayor Richard Chervony	<u>Yes</u>
Commissioner Goran Cuk	<u>Yes</u>
Commissioner Andy Rotondaro	<u>Yes</u>
Commissioner Rachel Streitfeld	<u>Yes</u>

PASSED AND ADOPTED on this 18th day of April, 2023.



Brent Latham, Mayor

ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT "A"



ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

CUSTOMER:	PHONE:	DATE:
STREET:	JOB NAME:	
CITY/STATE/ZIP:	JOB LOCATION:	
ATTN:	E-MAIL:	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
			TOTAL	

ANY UNFORESEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEONEGATIATION WITHOUT PENALTY TO APS



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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum will be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following :



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 Sanford, FL 32771
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 info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

CUSTOMER RESPONSIBILITIES

Local Dump-Site for safe disposal of debris / waste material removed from Project Location

Local Metered Water Source

Exposure of structures and access to all work areas without delay

Stablized Access to Work Areas - Two Wheel Drive Accessible

Access to secure site for equipment storage

Maintenance of Traffic - If Applicable

QUALIFICATIONS

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		DATE	
SIGNATURE			

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		DATE	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPONSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.



NORTH BAY VILLAGE
HEART OF THE BAY

Budget Amendment Form

Department	ARPA Capital Projects Fund	Date	4/18/2023
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Fund(s) to be changed: ARPA Capital Projects/ARPA Fund

GL Account	GL Line Item	Transfer to:	Transfer from:
317.20.525.6532	SSES Eval Repairs	\$ 571,774.41	
317.20.525.6532	SSES Eval Repairs	\$ 110,788.47	
317.20.525.6322	Stormwater Masterplan CIP		\$ 571,774.41
117.20.525.9137	Transfer to ARPA Capital Fund	\$ 110,788.47	
117.00.389.3890	Appropriation of Fund Balance		\$ 110,788.47
317.00.381.3837	Transfer from ARPA Fund		\$ 110,788.47
TOTAL (Columns must be equal)		\$ 793,351.35	\$ 793,351.35

Description:

Transfer Budget in the ARPA Fund from Project#SW23-03 and the unallocated ARPA Fund Balance to Project#SI23-02 to complete the 2nd Phase of the SSES Evaluation Repairs.

EXHIBIT "B"