



Budget Amendment Form

Department : ARPA	Date : 5/14/2024
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Fund(s) to be changed: ARPA

GL Account	GL Line Item	Project:	Transfer to:	Transfer from:
317.20.525.6307	Stormwater Improvements	ARPA24-04	\$ 150,000.00	
317.20.525.6532	SSES Evaluation Repairs	SI23-02		\$ 150,000.00
TOTAL (Columns must be equal)			\$ 150,000.00	\$ 150,000.00

Description:

Transfer ARPA funds from Project#SI23-02 SSES Evaluation Repairs to Storm Drain Inlet Filters Phase II Project#ARPA24-04.

RESOLUTION NO. 2024-035

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS IN AN AMOUNT NOT TO EXCEED \$150,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in September 2017, North Bay Village (the "Village") conducted a feasibility study to identify best practices for improving storm and wastewater management in the Village and found that installation of drainage inlet filters could provide benefits to the Village's stormwater infrastructure; and

WHEREAS, in 2023, the Village received funding from the Florida Department of Environmental Protection ("FDEP") for the installation of stormwater inlet filters throughout the Village (the "Project") in efforts to reduce stormwater management costs, prevent pollution, and prevent flooding caused by debris and pollution in the Village's stormwater systems; and

WHEREAS, on March 8, 2023, the Village Commission adopted Resolution 2023-031 approving the purchase and installation of stormwater inlet filters from Eddie Lopez Technologies, LLC d/b/a SOP Technologies (the "Contractor") for Phase I of the Project; and

WHEREAS, the Village desires to purchase additional stormwater inlet filters for Phase II of the Project; and

WHEREAS, the type of stormwater filters being installed incorporate a patented design technology that is only available from the Contractor; and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that there is only one source for the required purchase; and

WHEREAS, the Village requested and the Contractor submitted a work order (the "Work Order") for Phase II of the Project in the amount of \$150,000, which is attached hereto as Exhibit "B"; and

WHEREAS, pursuant to Section 36.25(H) of the Village Code, the Village Commission desires to approve an agreement with the Contractor, in substantially the form attached hereto as Exhibit "A" (the "Agreement"), for the purchase and installation of the filters for Phase II of the Project in an amount not to exceed \$150,000, consistent with the Work Order attached hereto as Exhibit "B"; and

WHEREAS, on September 28, 2023, the Village Commission adopted Resolution No. 2023-109 approving the budget for fiscal year 2023-2024 (the "Budget"); and

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

WHEREAS, 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 "C" 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. Approval. That the Village Commission hereby approves the Agreement and Work Order attached hereto as Exhibits "A" and "B" for the purchase and installation of the filters for Phase II of the Project.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement in an amount not to exceed \$150,000, in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the intent and purpose of this Resolution.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line-item transfers as further provided in Exhibit "C" attached hereto and incorporated herein.

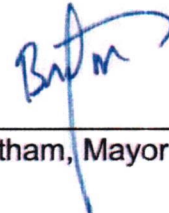
Section 5. Implementation. That the Village Manager, Village Clerk, and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. 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 Mayor Latham 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 14th day of May, 2024.



Brent Latham, Mayor

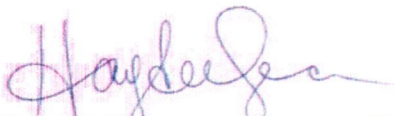
ATTEST:



Alba L. Chang, CMC
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Weiss Serota Helfman Cole & Bierman, PL
Village Attorney



NORTH BAY VILLAGE
EST. 1945

ITEM NO. 11.E

North Bay Village Recommendation Memorandum

DATE: May 14, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: A Resolution Approving an Agreement with SOP Technologies (Eddie Lopez Technologies, LLC) in the amount of \$150,000 to Design, Fabricate, and Install Storm Drain Inlet Filters, Phase II of the Stormwater Inlet Filter Installation Project - *Village Manager Ralph Rosado, PhD, AICP (Capital Improvement Project Manager Delroy Peters)*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES FOR THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS IN AN AMOUNT NOT TO EXCEED \$150,000; PROVIDING FOR AUTHORIZATION; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Professional Service Agreement with SOP Technologies to design, fabricate and install storm drain inlet filters for Phase II.

BACKGROUND AND ANALYSIS

North Bay Village's storm drain system requires an upgrade to effectively collect and treat surface runoff. Fallen leaves and debris may wash into the drain system, especially during a rain event, and ultimately end up in Biscayne Bay. The storm structures require frequent maintenance to prevent these organic materials and sediments from being carried to outfall discharge points into the Bay waters.

Inlet filters prevent trash, leaves, and debris from entering the storm drainage system. Their use can significantly reduce pollution load as the filter basket retains nitrogen and phosphorous when it captures the trash, leaves, and sediments. Because of less cleaning of the storm drainage system with filter baskets in use, there is an overall reduction in the cost of maintaining the storm drain system. Application of the filter also leads to decreased flooding incidents as the stormwater can flow freely through the storm sewer system.

The Village received a grant of \$150,000 from the Florida Department of Environmental Protection (FDEP) and implemented phase I of the Stormwater Inlet Filter Installation Project, installing 48 filters on North Bay Island and Treasure Island. The project is near completion, with 32 filters already installed, and the vendor will complete the project by the end of April 2024.

The Village received a second grant of \$150,000 from FDEP to carry out phase II of the project and install 45 additional filters Village-wide. SOP Technologies sent a second proposal (see WO1 attached) to design, fabricate, and install the filters in the 45 catch basins. These filters use patented technology (Sole Source Letter), and the vendor will customize the filters per catch basin location.

Staff will fund the project using the America Rescue Plan Act (ARPA). Storm Drain Inlet Filters Phase II Project# ARPA24-04 - Stormwater Improvements,(317.20.525.6307), for \$150,000. A State appropriation of \$150,000 will become available to reimburse the cost of the inlet filter. The Village received a contractual agreement from the state for the said amount.

Pursuant to §35.26 (H) Sole source procurement. A contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Village Manager shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a written public record and shall list each contractor's name, the amount and type of each contract.

It is recommended that the Village Commission approve the work order for SOP Technologies to design, fabricate, and install the 45 inlet filters in the amount of \$150,000, which will include 12 months of data collection and analysis.

This project demonstrates the Pillar of Resilience.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

This project will be funded by America Rescue Plan Act (ARPA) funds. Transfer from Project#SI23-02, SSES Evaluation Repairs (317.20.525.6532) \$150,000, and Transfer to Project#ARPA24-04, Stormwater Improvements (317.20.525.6307).

PERSONNEL IMPACT

None

ATTACHMENTS

[Resolution-SW Inlet Filter Project II SOP Techn.DOCX](#)
[WO SOP.24.01_Revised-05-07-24_2.pdf](#)
[Exhibit A - SOP Techn. - SW Inlet Filters - Phase 2.DOCX](#)
[Reso Exhibit C BA - Storm Drain Inlet Filters Phase II.pdf](#)
[SOP Technologies - Sole Source Letter - 2024-03-14.pdf](#)

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, physical products, software, and other services furnished by the CONSULTANT. It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order.

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as Exhibit C of this task order. The schedule shall include estimated start and end dates for project tasks, based on the best available information.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within ten business days after receiving the Notice to Proceed (NTP) and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include field measurements for 3D scanning, technical product design, installations, data analysis, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- VILLAGE Public Works Department
- VILLAGE Capital Improvements Projects Department

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 - Taking Inlet Measurements

- Conducting 3D scans of 45 existing stormwater catch basins. SOP Technologies has performed this work for stormwater filters implemented in 2023 and 2024 and will use the same processes.

Task 2 – Product Manufacturing & Delivery

- Designing and manufacturing the 45 patented stormwater filters to fit in existing infrastructure.
- Manufacturing 45 QR Code Storm Drain Markers.
- Adding QR Code locations to the SOP Technologies web application.
- Maintaining the web application for continued use by VILLAGE residents and employees.

Task 3 - Installation

- Installing 45 stormwater basket filters.
- Installing 45 QR Code Storm Drain Markers.

Task 4 - Monitoring & Data Analysis

- Quantifying debris and litter captured by the stormwater filters during a period of 12 months.

DELIVERABLES

Task 1 – Taking Inlet Measurements - Deliverables

- The CONSULTANT shall provide VILLAGE employees with a map of the locations to be measured and obtain approval before conducting field measurements and 3D scanning.
- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall provide VILLAGE employees with a map of the locations measured and access to an online folder containing the 3D scans of infrastructure (i.e. stormwater catch basin portions needed to design stormwater filters).
- The CONSULTANT shall identify key constructability issues.
- The CONSULTANT shall schedule recurring meetings to provide project updates via emailed documents at least once per month for the duration of the project.

Task 2 – Product Manufacturing & Delivery - Deliverables

- The CONSULTANT shall provide VILLAGE with 45 SOP Technologies patented stormwater filters.
- The CONSULTANT shall provide VILLAGE with 45 SOP Technologies patented QR Code Storm Drain Markers and associated web application access.

Task 3 – Installation - Deliverables

- The CONSULTANT shall obtain all required permits from the VILLAGE, regulatory agencies, and authorities having jurisdiction, for this project.
- The CONSULTANT shall obtain approval from VILLAGE for product installation and install the stormwater filters and QR Code Storm Drain Markers.
- The CONSULTANT shall provide photos of the installed products.

Task 4 – Monitoring & Data Analysis - Deliverables

- The CONSULTANT shall conduct data analysis work at the locations with stormwater filters for a period of 12 months. The frequency of analysis shall be at least once per month.
- The CONSULTANT shall provide VILLAGE with reports showing debris captured, litter identified, and nutrient load reductions afforded by the stormwater filters.
- The CONSULTANT shall assist VILLAGE employees in the creation of documents needed for state reporting relating to this project.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to sites for implementing the Stormwater Filters and QR Code Storm Drain Markers, and provide feedback needed for software setup needs.
- It is the CONSULTANT’s responsibility to conduct field measurements and implement mechanical engineering and software engineering best practices for product design.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types requested by the VILLAGE. The VILLAGE will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 within 60 days of the written Notice to Proceed. Task 2-4 schedules shall be determined based on the review of infrastructure and 3D scan data from Task 1.

PROJECT FUNDING

The performance of this project is at the VILLAGE’s discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total amounts payable by VILLAGE for each item of work by the CONSULTANT and reimbursable expenses, if any, and sub-consultant fees, if any, are shown in Exhibit A attached hereto and made a part hereof. Pay requests shall be prepared on the VILLAGE’s approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE Project Manager and copy the VILLAGE’s Director of Public Works and accounts payable department via email (Pwdocuments@nbvillage.com). Pay application requests shall be submitted as products and services are rendered.

TERMS OF COMPENSATION

Products and services will be provided for the following Not-to-Exceed amounts:

Task 1 – Taking Inlet Measurements	\$3,200
Task 2 – Product Manufacturing & Delivery	\$123,705
Task 3 – Installation	\$3,840
Task 4 – Monitoring & Data Analysis	\$19,255
Grand Total	\$150,000

VILLAGE CONTACTS

Requests for payments should be sent to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com and the VILLAGE's Project Manager and Director of Public Works. All other correspondence and submittals should be sent to the Project Manager, at the address shown below. Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado
TITLE: Village Manager

BY: _____
Name: Elora Riera
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

SOP TECHNOLOGIES (DBA of Eddie Lopez Technologies LLC), a Florida Limited Liability Company authorized to transact business in Florida.

Authorized company representative

Print Name: Emilio Lopez Signature:  Title: CEO

Witness

Print Name: _____ Signature: _____

Notary Public

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by _____ as _____ for _____, a _____ company.

(SEAL)

(Signature of Notary Public – State of Florida)


(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Exhibit A – Pricing for Products and Services

Sample Product Images and Additional Pricing Details

Task 1 – Taking Inlet Measurements <ul style="list-style-type: none"> • Measurements for Basket Filters: \$3,200 	\$3,200
Task 2 – Product Manufacturing & Delivery <ul style="list-style-type: none"> • Stormwater Basket Filters: \$121,455 • Product Shipping & Handling: \$2,250 	\$123,705
Task 3 – Installation <ul style="list-style-type: none"> • Installation of Basket Filters: \$3,840 	\$3,840
Task 4 – Monitoring & Data Analysis <ul style="list-style-type: none"> • Basket Filters Data Analysis <ul style="list-style-type: none"> ○ \$26,880 minus \$7,625 Discount = \$19,255 	\$19,255
Grand Total	\$150,000



Sample product images

Item	Description	Price Per Unit	Quantity	Extended Price
Stormwater Basket Filters	- SOP Technologies Patented Stormwater Basket Filters. - Note: The price shown is the average per-unit price.	\$2,699.00	45	\$121,455.00
Product Shipping & Handling	- Packaging and shipping stormwater filters to North Bay Village.	\$50.00	45	\$2,250.00
Measurements for Basket Filters	Taking 45 catch basin measurements, in order to manufacture basket filters. Estimating 2 day(s) for 2 workers to complete the work. Daily rate is \$1600.	\$71.11	45	\$3,200.00
Installation of Basket Filters	Installing 45 basket filters. Estimating 2 day(s) for 2 workers to complete the work. Daily rate is \$1920.	\$85.33	45	\$3,840.00
Basket Filters Data Analysis	Analysis of stormwater filters to quantify debris, trash, TP and TN load reductions provided by stormwater basket filters. Total sites for analysis is 20. This includes removal of debris during analysis activities. Analysis and maintenance frequency is 2 time(s) per month for a duration of 12 months.	\$26,880.00	1	\$26,880.00
QR Code Storm Drain Markers included with Stormwater Filters	<i>Included with stormwater filters purchase at no extra charge.</i> - SOP Technologies Patent Pending QR Code Storm Drain Markers (1 per stormwater filter). - Customizing website logo and text for your landing page. - Customizing the post-form-submission page. - Web app service.	\$0.00	45	\$0.00
Community Outreach	<i>Included with stormwater filters purchases at no extra charge.</i> - Notifying local environmental groups about your project. - Sharing about your project on social media.	\$0.00	1	\$0.00
Discount	<i>Discount to meet your team's desired budget objectives.</i>	-\$7,625.00	1	-\$7,625.00
Taxes	- Not applicable for government entities.	\$0.00	0	\$0.00
			Grand Total	\$150,000.00

Special Notes

- The Price Per Unit for Measurements for Basket Filters and Installation of Basket Filters has increased when compared to the project Phase I.
- A discount of \$7,625 is being provided to help meet your team's desired budget objectives. Discount is being applied to data analysis services, so they extend for a full 12 months.
- If there are inlets where a smaller width or length basket filter is needed but there is extra space to add more depth, we will aim to increase the depth of the basket filter. Adding depth will allow the basket filter to hold more debris; by doing so, the frequency of maintenance / collection activities will decrease and will save the village money in the long run.

Exhibit B – Location Map

This project will focus on the areas of Harbor Island and Treasure Island highlighted below.

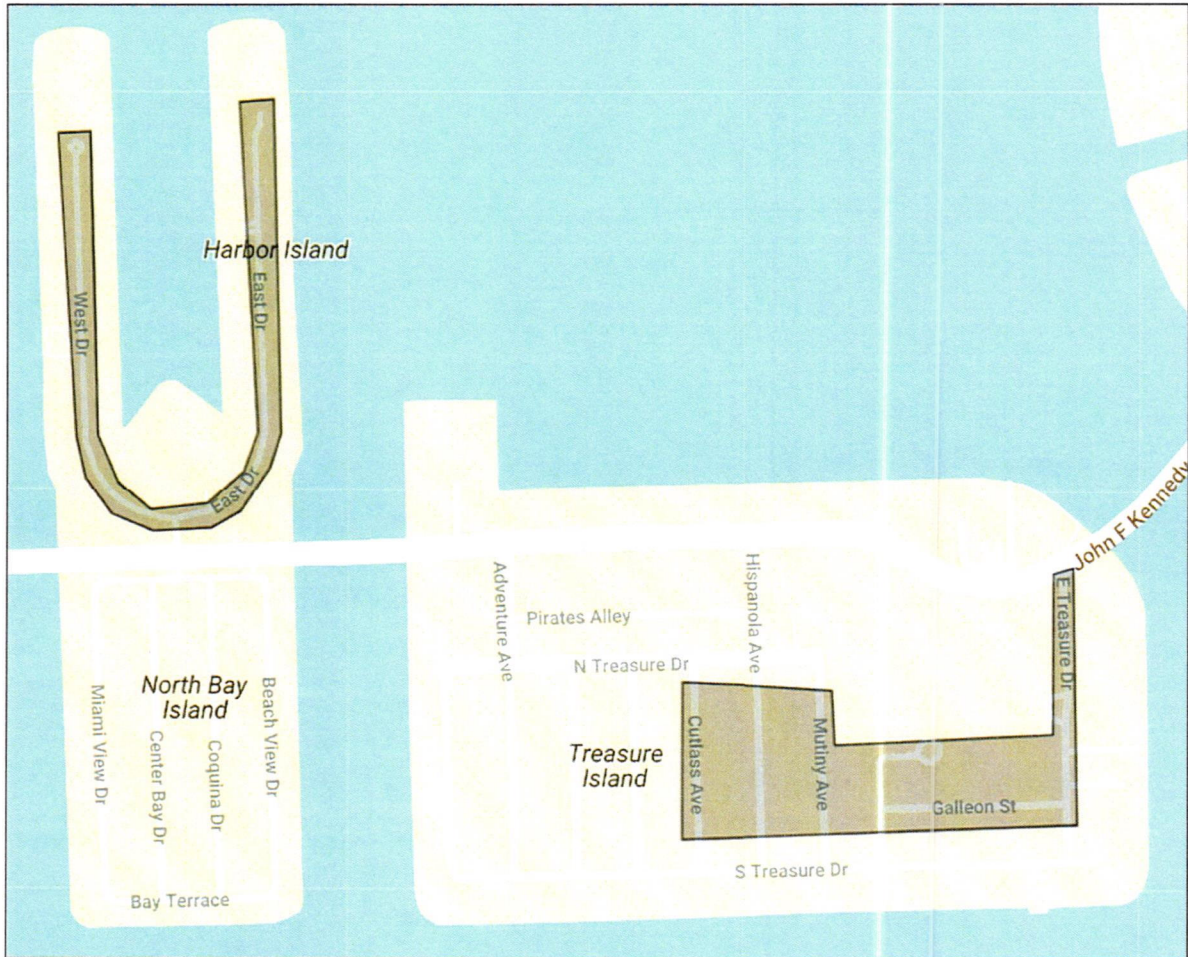


Exhibit C – Project Tentative Schedule

This schedule assumes that a Notice to Proceed will be provided on or before May 1, 2024.

Task	Start date	End date
Task 1: Taking Inlet Measurements	May 1, 2024	Jun 30, 2024
Task 2: Product Manufacturing & Delivery	Jun 30, 2024	Oct 28, 2024
Task 3: Installation	Oct 28, 2024	Nov 18, 2024
Task 4: Monitoring & Data Analysis	Nov 18, 2024	Nov 18, 2025

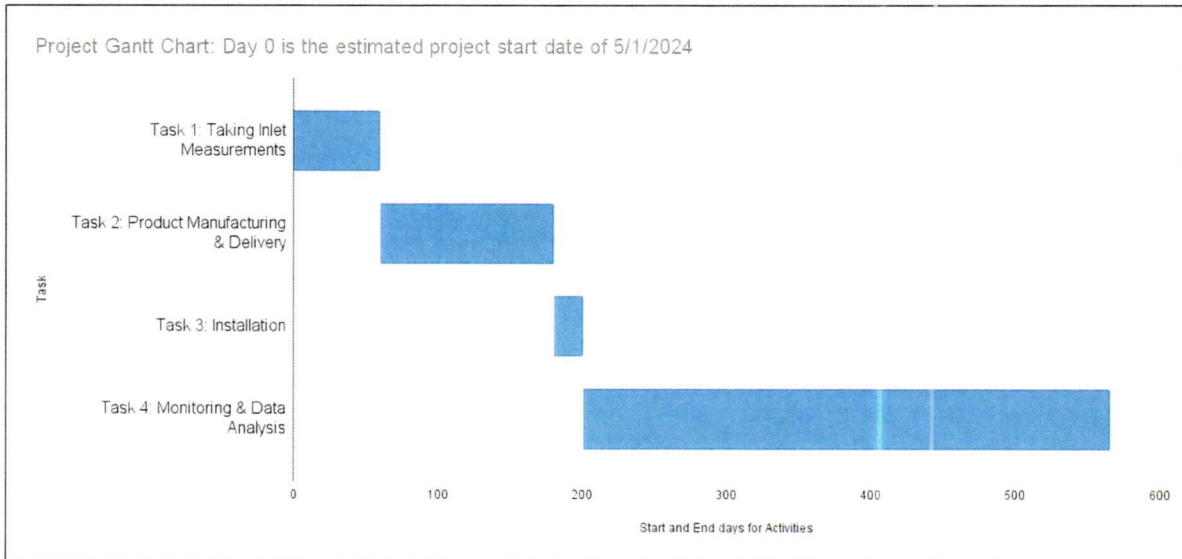


Exhibit D – Sole Source Letter as a Separate Attachment

Image of Page 1 of the Sole Source Letter



STORMWATER FILTER AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

EDDIE LOPEZ TECHNOLOGIES, LLC (DBA SOP TECHNOLOGIES)

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2024 (the “Effective Date”), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the “Village”) and **EDDIE LOPEZ TECHNOLOGIES, LLC (DBA SOP TECHNOLOGIES)**, a Florida Limited Liability Company (hereinafter, the “Contractor”).

WHEREAS, in September 2017, North Bay Village (the “Village”) conducted a feasibility study to identify best practices for improving storm and wastewater management in the Village and found that installation of drainage inlet filters could provide benefits to the Village’s stormwater infrastructure; and

WHEREAS, in 2023, the Village received funding from the Florida Department of Environmental Protection (“FDEP”) for the installation of stormwater inlet filters throughout the Village (the “Project”) in efforts to reduce stormwater management costs, prevent pollution, and prevent flooding caused by debris and pollution in the Village’s stormwater systems; and

WHEREAS, on March 8, 2023, the Village Commission adopted Resolution 2023-031 approving the purchase and installation of stormwater inlet filters from the Contractor for Phase I of the Project; and

WHEREAS, the Village desires to purchase additional stormwater inlet filters for Phase II of the Project; and

WHEREAS, the type of stormwater filters being installed incorporate a patented design technology that is only available from the Contractor; and

WHEREAS, the Contractor will perform services on behalf of the Village, all as further set forth in the Work Order, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Village and Contractor, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Contractor agree as follows:

1. Scope of Services.

1.1. Contractor shall provide the Services set forth in the Work Order attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through November 18, 2025, unless earlier terminated in accordance with Paragraph 8.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Work Order attached hereto as Exhibit "A."

3.2. Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Refund for Faulty Stormwater Filters.

3.3.1. In the event that the stormwater under grate basket filters or stormwater curb filters fail to operate effectively, as determined under Section 3.3.2 below, the Contractor shall reimburse the Village for the full value of the stormwater under grate basket filter or curb filter, including removal, replacement and/or installation costs.

3.3.2. A stormwater filter does not operate effectively if it meets the conditions of Sections 3.3.2.1 or 3.3.2.2, as applicable, and there have been ten (10) or fewer days of recorded rainfall of at least 0.01" within a 24 hour time period according to NOAA data for the Village (the days do not need to be consecutive) since the installation of the stormwater filter.

3.3.2.1. As to stormwater under grate basket filters:

3.3.2.1.1. The Village provides photographic documentation demonstrating that: (i) it has conducted maintenance activities for the stormwater under grate basket filters every two (2) to three (3)

months, and (ii) no more than three (3) months have passed between the most recent cleaning and the date the filters were considered to be fully clogged;

3.3.2.1.2. The stormwater filter catch basin does not have a water level above the bottom of the stormwater under grate basket filter, and illicit discharges or other debris inputs in the catch basin have not been deposited that are in excess of what is present in stormwater under grate basket filters in the surrounding area; and

3.3.2.1.3. The Village provides video evidence showing that water is pooled within the stormwater under grate basket filter and water does not drain out of the stormwater under grate basket filter.

3.3.2.2. As to stormwater curb filters:

3.3.2.2.1. The Village provides photographic documentation demonstrating that: (i) it has conducted maintenance activities for the stormwater curb filters and cleared debris and sedimentation from the stormwater curb filters once every week or once every two weeks and (ii) no more than two (2) weeks have passed between the most recent cleaning and the date the filters were considered to be fully clogged.

3.3.2.2.2. The stormwater curb filters do not have a water level above the bottom of the stormwater curb filter, and illicit discharges or other debris inputs in the stormwater curb filter catch basin have not been deposited that are in excess of what is present in stormwater under grate basket filters in the surrounding area; and

3.3.2.2.3. The Village provides a video recording of water being poured on the roadway at a rate of 100 gallons per minute and no water drains out of the stormwater curb filter.

4. Subconsultants.

4.1. The Contractor shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the

Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.

- 5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

- 6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

- 8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.
- 8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: .

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. **IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.**

12. **Indemnification.**

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village’s custodian of public records, Contractor shall provide the Village 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.
17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.
18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from

all jurisdictional agencies to perform the Services under this Agreement at its own expense.

- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- 27. Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
- 28. Most Favored Nation.** If during the term of this Agreement, Contractor enters into an agreement with another municipality or county ("Other Governmental Entity"), the

terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Contractor shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Contractor shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

29. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Contractor that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

30. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

30.1. First Priority: Base Agreement;

30.2. Second Priority: Exhibit A – Work Order.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

NORTH BAY VILLAGE

EDDIE LOPEZ TECHNOLOGIES, LLC
(DBA SOP TECHNOLOGIES)

By: _____
Dr. Ralph Rosado, Ph.D., AICP
Village Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Alba L. Chang, CMC
Village Clerk

Entity: _____

Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:

North Bay Village
Attn: Dr. Ralph Rosado, Ph.D., AICP
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name:

Print Name:

Witness #2 Print Name:

Title:

Entity Name:

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____
Personally known to me; or
- _____
Produced identification (Type of Identification: _____)
- _____
Did take an oath; or
- _____
Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Work Order, attached hereto and incorporated herein by reference.



SOP Technologies

www.soptechint.com

251 Valencia Ave, #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

March 14, 2024

To:

North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Dear North Bay Village Manager and Council Members,

This letter is to confirm that our stormwater filter designs with an upward flow are patented, and we are sole source providers for the technology. SOP Technologies' stormwater filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We have also included a copy of the "sole source" designations approved by the City of Sunrise, City of Miami, City of Key West, City of South Miami and City of Aventura.

Also, our QR Code Storm Drain Markers and related software are patented, and the reference for our patent is U.S. Patent No. 11,769,027.

To provide additional details, the pages that follow include photos of some of the ways our Patented Stormwater Filters can be used at stormwater curb inlets, under grates as a basket, and at basin structures to prevent debris from entering stormwater pipes. Also, sample images show examples of our Patented QR Code Storm Drain Markers and the associated software used by the public and Public Works departments.

If there are any additional questions, please feel free to contact us.

All the best,

Emilio

Emilio Lopez, CEO
SOP Technologies

Patented Upward Flow Stormwater Filters - Sample Images

U.S. Patent No. 8,017,006

Curb Filter Configuration



Basket Filter Configuration



Catch Basin Configuration





SOP Technologies

www.soptechint.com

251 Valencia Ave, #143501 Coral Gables, FL 33114
305-792-8778 info@soptechint.com

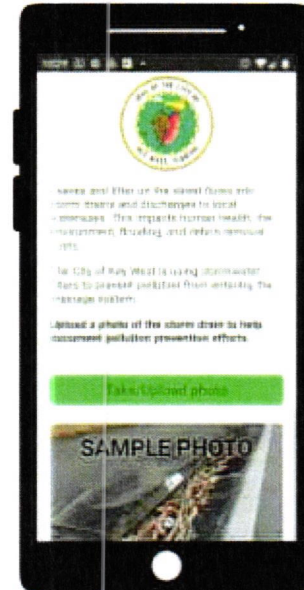
Patented QR Code Storm Drain Markers and Software - Sample Images

U.S. Patent No. 11,769,027

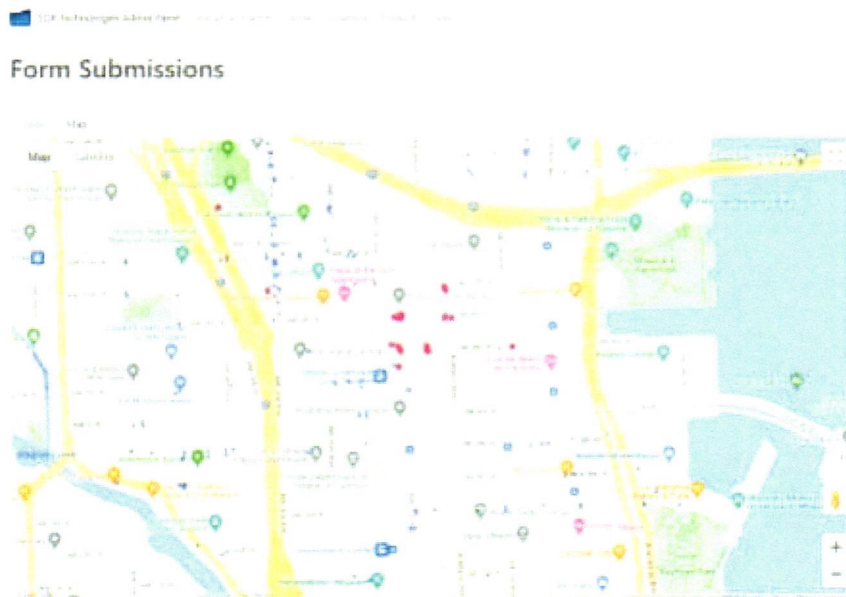
Storm Drain Marker



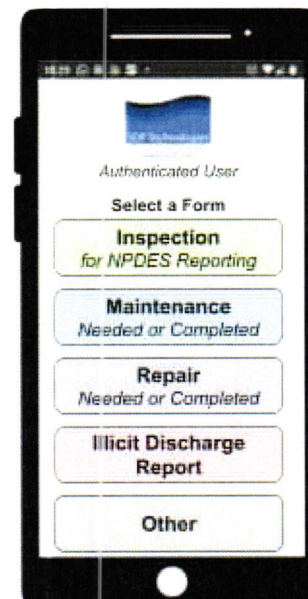
Public Mobile View After Scanning Code



Admin Panel for Public Works and Authenticated Users



Authenticated User Mobile View after Scanning Code



City of Sunrise documents in the pages that follow:

1. City of Sunrise approved Sole Source Justification Form.
2. Email exchange mentioning justification and product comparison of SOP Technologies stormwater filters with competing products from the companies Fabco and EcoSense.



SOLE SOURCE JUSTIFICATION FORM

Date: 10/18/2021 Department: Utilities Requisition No.:

Department Contact: Diego Santana

Proposed Sole Source Vendor: SOP Technologies

Estimated yearly usage amount: \$ 24,999.00

1. Description of Services/Products :

The upward flow curb inlet stormwater filter will prevent pollutants and nutrients into the stormwater system ultimately helping the total maximum daily load to be at minimum levels in accordance with the provisions of the municipal separate storm sewer system permit. Therefore, the majority of the leaves and pollutants will be removed by the sweeper truck program. In addition, the filter will help to maintain a cleaner stormwater system in order to allow for more capacity for water flow and implementation of best management practices to improve water quality.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

The upward flow stormwater filter design is patented by SOP Technologies and this company is the sole source provider for this technology.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

Tim Welch

[Signature]

Department Director's Name

Department Director's Signature

FOR PURCHASING USE ONLY

Approved: [checked]

Date: 12/28/2021

Disapproved: []

Valid Period: (3) three years from date of approval

By: [Signature] Procurement Manager

Valid Amount per year: [checked] ≤\$25,000 [] ≥\$25,000

If ≥\$25,000 Resolution No. _____



From: [Santana, Diego](#)
To: [Resta, Ashley](#); [Hernandez, Victoria](#); [Curran, John](#)
Subject: RE: RE: RFI for SOP Technologies
Date: Friday, December 17, 2021 11:48:31 AM
Attachments: [poweredby.png](#)

4 FILE(S)
SHARED

18 MB
TOTAL

180 DAYS UNTIL
EXPIRATION

Diego Santana has invited you to a new Secure Share

Message from Diego Santana:

Victoria

Please see comments below.

1. Specific technical information as to why the others are not considered to be viable for the City's requirements.
 - o To help compare stormwater filters, I've attached a document from a Key West Commission meeting, where they made a sole source purchase and also mentioned how their Stormwater staff tested different products and found the SOP Technologies patented stormwater filters to be more effective.
 - o In this YouTube video (<https://www.youtube.com/watch?v=iK79MScqSck>), they show an inlet with a competitor's curb screen (EcoSense), and how it's ineffective at keeping leaves (nutrients) and litter out of the catch basins. Also in the attached BRMHS pdf (page number 94 of 98) the engineering firm E Sciences, Inc showed how the EcoSense screens are ineffective at keeping leaves and trash out of storm drains.
2. Determine the difference in water flow pressure?
 - o In the APWA presentation slides (attached), they show how their filters have a greater open area when compared to using perforated sheet metal, and how they perform better when compared to other devices.
 - o In the attached Key West document, durability and product comparisons with Suntree Technology were mentioned.
 - o For water flow, they have quantified flow rates at the FTU Fluid Mechanics laboratory using their open channel flume. Attached is the report, and it is also publicly available here.
3. What does this SOP product do that the others don't?
 - o Their patented stormwater filters have an upward flow that minimizes blockage of the screen, and thereby allows for debris/pollution prevention while minimizing clogging risks associated with other types of products.
 - o Their Patent Pending QR Code Storm Drain Markers (included with all stormwater filters) provide an easy way for community members to scan the code and visit a website to (A) learn about stormwater pollution and efforts by the City of Sunrise, and (B) upload a photo and comments of what they're seeing at the storm drains. This Local 10 News story mentions the use of this new technology.
4. How can we tell one is more durable than the other (other than

visual)?

o The Key West document mentions their staff's comparison of products and saying the "SOP product is much stronger and better built". In Key West, the stormwater filters along Duval Street have been used since October 2016 and there haven't been issues with wear/damage. The city cleans the street on a daily basis, so the stormwater filters are subject to force and abrasion regularly. During our pilot program, City staff had the same observation.

5. Maybe the material itself guarantees more durability?

o The material we use is 5052 aluminum for the filters, and 316 ("Marine Grade") stainless steel for the brackets. Both the aluminum and stainless steel are strong and corrosion resistant. Since South Florida experiences regular rain events, the filters have been proven effective with the moisture exposure for several years.

Diego Santana

Utilities - Public Works
Field Operations Manager
10500 NW 33th Street, Sunrise, FL 33351
P: (954) 572-2393
Email: DSantana@sunrisefl.gov
Website: <http://www.sunrisefl.gov>

-----Original Message-----

From: Hernandez, Victoria
Sent: Thursday, December 9, 2021 8:12 AM
To: Santana, Diego
Subject: RE: RE: RFI for SOP Technologies

Hi Diego,

I spoke to John. He needs for you to provide him with specific technical information as to why the others are not considered to be viable for the City's requirements.

For instance, are we able to determine the difference in water flow pressure? What does this SOP product do that the others don't? How can we tell one is more durable than the other (other than visual)? Maybe the material itself guarantees more durability?

Thanks,

Victoria Hernandez, CPPB
(954) 572-2276

-----Original Message-----

From: Hernandez, Victoria
Sent: Tuesday, December 7, 2021 3:27 PM
To: Santana, Diego
Subject: RE: RE: RFI for SOP Technologies

Hi,

Please call me at your convenience.

Thanks,

Victoria Hernandez, CPPB
(954) 572-2276

-----Original Message-----

From: Santana, Diego
Sent: Tuesday, December 7, 2021 1:51 PM
To: Hernandez, Victoria
Subject: RE: RE: RFI for SOP Technologies

Victoria

What is the next step? SOP design is more aesthetic

appealing, and it has better quality than the one provided by Fabco. The mesh provided by Fabco can be easily damaged by the sweeper truck, and the SOP filter has proven to be a reliable product since we have tested their filter for the last 3 years with no issues.

Thank you,

Diego Santana

Utilities - Public Works
Field Operations Manager
10500 NW 55th Street, Sunrise, FL 33351
P: (954) 572-2393
Email: DSantana@sunrisefl.gov
Website: <http://www.sunrisefl.gov>

-----Original Message-----

From: Hernandez, Victoria
Sent: Monday, November 22, 2021 9:22 AM
To: Santana, Diego
Subject: RE: RFI for SOP Technologies

3 FILE(S)
SHARED
15.4 MB
TOTAL
180 DAYS UNTIL
EXPIRATION
Victoria Hernandez has invited you to a new Secure Share Message from Victoria Hernandez:

Diego,

We received the attached two submittals as a response to our RFI regarding the subject potential sole source.

Thanks,

Victoria Hernandez, CRPE
(954) 572-2276

From: Santana, Diego
Sent: Thursday, November 11, 2021 2:09 PM
To: Hernandez, Victoria
Subject: RE: RFI for SOP Technologies

Thank you.

Diego Santana

Utilities - Public Works
Field Operations Manager
10500 NW 55th Street, Sunrise, FL 33351
P: (954) 572-2393
Email: DSantana@sunrisefl.gov
Website: <http://www.sunrisefl.gov>

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

This message, together with any attachments, is intended only for the addressee. It may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, use, or any action or reliance on this communication is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete the message, along with any attachments.

City of Sunrise
Email: DSantana@sunrisefl.gov
Website: <http://www.sunrisefl.gov>

From: Hernandez, Victoria >
Sent: Wednesday, November 10, 2021 1:33 PM
To: Santana, Diego >
Subject: RFI for SOP Technologies

Diego,

This will post today through next Friday 11/19/2021.

Thanks,

Victoria Hernández,
CPPB

Specialist

Administrative
Services- Purchasing Division

Park Blvd, 3rd
Floor, Sunrise, FL 33351

F: (954)
578-4809

Procurement

Finance &

10770 W Oakland

P: (954) 572-2276

www.sunrisefl.gov

Shared Files:
Mundus Bag specification 2020-10.pdf SOP Technologies
Comparison.pptx

Fabco Industries Warranty Arrangement.docx
Go to Secure Share

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Shared Files:

BBMHS+Town+Hall+All+Slides+2020-10-02_Optimized (2).pdf	SOP+Technologies+- +Stormwater+Filters+Flow+Rates+- +Flume+Analysis+Report+2019-10-11_3.pdf
City of Key West Sole Source Documents.pdf	APWA - SOP Technologies - APWA Presentation - 2019-04-04-2.pdf

[Go to Secure Share](#)

POWERED BY **proofpoint**>

City of Miami documents in the pages that follow:

1. Letter SOP Technologies sent to the City of Miami for sole source designation approval.
2. City of Miami Blanket Purchase Order showing Sole Source Designation.
3. City of Miami contract showing Sole Source designation.



SOP Technologies

www.soptechint.com

1801 Coral Way, Suite 315 Miami, FL 33145
305-792-8778 info@soptechint.com

January 15, 2021

To: James Justin Griffin
Sr. Procurement Contracting Officer
City of Miami
Department of Procurement
444 SW 2nd Avenue, 6th Floor
Miami, FL 33130

Dear James,

This letter is to confirm that our stormwater filter designs with an upward flow are patented, and we are sole source providers for the technology. SOP Technologies' stormwater filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We have also included a copy of the "sole source" designations approved by the cities of South Miami and Aventura.

To provide additional details, the next page includes photos and illustrations of the ways our filters can be used at stormwater curb inlets, under grates as a basket, and at basin structures to prevent debris from entering stormwater pipes.

If there are any additional questions, please feel free to contact us.

Thank you,

Emilio

Emilio Lopez, CEO
SOP Technologies



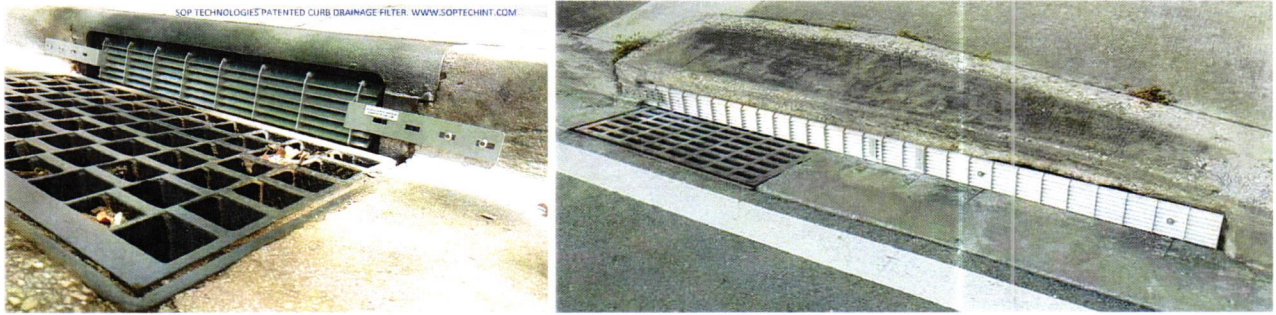
SOP Technologies

www.soptechint.com

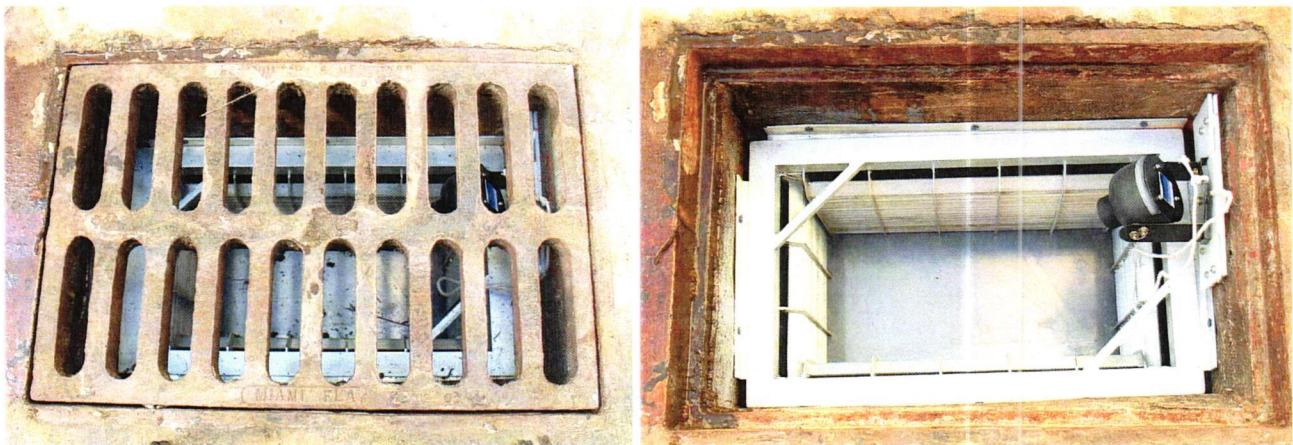
1801 Coral Way, Suite 315 Miami, FL 33145
305-792-8778 info@soptechint.com

Patented upward flow filters - Sample Photos and Illustrations

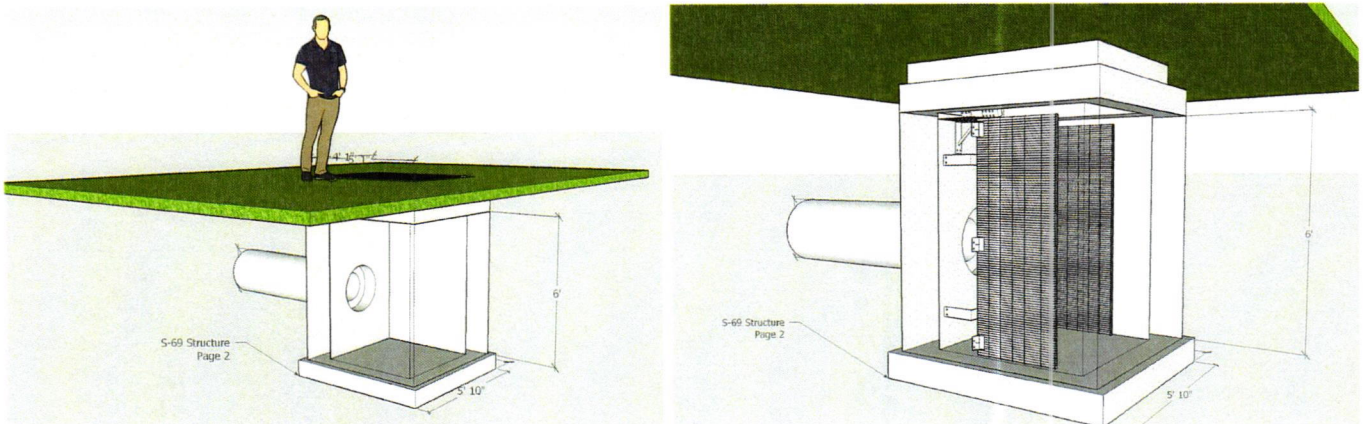
Curb Filter Configuration




Basket Filter Configuration




Catch Basin Configuration



	City of Miami Blanket Purchase Order Department of Purchasing P.O. Box 330708 Miami, Florida 33233-0708 (305) 416-1922 Fax - (305) 416-1925		PURCHASE ORDER/RELEASE NUMBER 2107344 <small>Show this number on all packages, invoices, and shipping papers.</small>		Change Number 0	Change Date
	Taxpayer ID 270622613	Supplier No. 37755	Telephone No. 305-792-8778	Page No. 1 of 3	Order Date 08/02/2021	Bid/Contract Number
Supplier SOP Technologies International 1801 Coral Way, Suite 315 Miami, FL 33145			Buyer: Tahlia Gray			
			Customer Account Number			Ship To City of Miami - Finance - General Accounting 444 SW 2nd Ave, 6th Floor Miami, FL 33130 Fax - (305) 416-1987 Email - payables@miamigov.com Please also forward a copy of the invoice to the Ship To address above.
Effective Start Date		Effective End Date		Total Agreement Limit 279,500.00		

Line	Commodity Code	Description/Delivery Date	Qty	Unit	Unit Price	Extended Price
1	89030-28	SOP TECH STORM WATER INLET FILTERS: INSTALLATION, STORM DRAIN MARKING, ANNUAL REPORTING		Dollar	1.00	
PER SOLE SOURCE 20-21-010; RESOLUTION 21-0204						

FOB: Destination	Requisition Number:	Vendor Instructions 1. Florida Tax Exempt ID: 2. Invoices: Direct Invoices in Duplicate to the address shown above. 3. Terms and conditions set forth in our Bid or Quotation and on the reverse side hereof are incorporated herein by reference become part of this order	
Ship Via:	Department:	 Annie Perez, CPPO, Director of Procurement	
Payment Terms: Net 30	Contact Person:		
Telephone Number:		08/02/2021 Date Approved	
C FN/PC 506 Rev. 12/05			

PROFESSIONAL SERVICES AGREEMENT

By and Between

The City of Miami

And

Eddie Lopez Technologies, LLC d/b/a
SOP Technologies International

This Professional Services Agreement (“Agreement”) is entered into this 30th day of July, 2021 by and between the City of Miami (“City”), a Florida municipal corporation, whose address is 444 SW 2nd Ave, Miami, Florida 33130, and, Eddie Lopez Technologies, LLC d/b/a SOP Technologies International, a Florida limited liability company (“SOP Technologies” or “Contractor”), whose principal address is 1801 Coral Way, Suite 315, Miami, Florida 33145.

RECITALS:

WHEREAS, the City’s Department of Resilience and Public Works (“Public Works”) requires improved technology to further the City’s efforts to control water pollution thereby protecting City residents and provide the City with cleaner waterways; and

WHEREAS, SOP Technologies manufactures and installs filters that have shown to prevent larger and smaller size particle contaminants from entering the stormwater system due to its use of a smaller groove and lateral technology to convey waterflow into the inlets (“Services”); and

WHEREAS, pursuant to Section 18-92 of the Code of the City of Miami, Florida as amended (“City Code”) the Chief Procurement Office has made a finding that SOP Technologies is the sole source developer and distributor of SOP Technologies Stormwater Filters; and

WHEREAS, the finding of the Chief Procurement Officer had been approved and adopted as the finding of the City Manager and it was recommended that the requirement for a

competitively sealed bidding procedure be waived for the procurement of SOP Technologies inlet filters; and

WHEREAS, the City and SOP Technologies desire to enter into this Agreement under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, SOP Technologies and the City agree as follows:

TERMS:

1. RECITALS AND INCORPORATIONS; DEFINITIONS:

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. The Services and Scope of Work are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A". Compensation to the Contractor as Exhibit "B". The Contractor's Insurance Certificate is hereby incorporated into and made a part of this Agreement as Exhibit "C". The order of precedence whenever there is conflicting or inconsistent language between documents is as follows in descending order of priority: (1) Professional Services Agreement ("PSA") and acknowledging scope of services and pricing component of services.

2. TERM:

The Agreement shall become effective on the date on the first page and shall be for the duration of one (1) year or until the full installation of inlet filters is complete, whichever comes first. The City Manager shall have the option to extend or terminate the Agreement for convenience, that is, for any or no cause pursuant to Section 13.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



Daniel Chila
Notary Public
State of Florida
My Commission Expires 04/25/2024
Commission No. GG 969225

ATTEST:

By: [Signature]

Name: Daniel Chila
Title: Notary Public

“Contractor”

EDDIE LOPEZ TECHNOLOGIES, LLC
D/B/A SOP TECHNOLOGIES
INTERNATIONAL,
a Florida limited liability company

By: [Signature]

Name: Emilio Lopez
Title: CEO

ATTEST:

By: [Signature]

Todd B. Hannon
City Clerk

“City”

CITY OF MIAMI,
a Florida municipal corporation

By: [Signature]

Arthur Noriega V
City Manager

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

By: Min, Barnaby Digitally signed by Min, Barnaby
Date: 2021.07.20 08:00:14 -04'00'

Victoria Méndez
City Attorney
PRV 7/19/21 (Matter 21-911)

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: [Signature] Digitally signed by Terry M.
Quevedo
Date: 2021.06.16 15:14:22
-04'00'

Anne Marie Sharpe, Director
Risk Management

**EXHIBIT "A"
SCOPE OF WORK**

Department of Resilience and Public Works

Project Name: Installation of SOP Technologies Catch Basin Filters, M-0201.

Project Location: Downtown Miami area north of Miami River to NW 14 Street from I-95 Expressway to Biscayne Bay.

Scope of Work: The work consists of having a sole source provider Contractor SOP Technologies furnish and install one thousand (1,000) aluminum metal type stormwater catch basin filters including measuring each F-3 structure, brackets and screws and installing markers for educational purposes as part of the continuation of the City's Urban Pollution Reduction Pilot Program. The stormwater filters provided are patented U.S. No. 8,017,006. An annual report with the amount of pollution removed from the roadways will be submitted by the Contractor and used for the City's TMDL program.

Total Construction Funds: \$270,000.00

Aluminum Filter



City of Key West documents in the pages that follow:

1. Executive Summary of City of Key West staff request for Sole Source purchase from the city commission. This includes a comparison of SOP Technologies stormwater filters with competing products from Suntree Technologies / Oldcastle Infrastructure.
2. Commission meeting minutes showing the approved sole source purchase.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: Jim Scholl, City Manager
CC: Greg Veliz, Assistant City Manager
FROM: John Paul Castro, Utilities Director
DATE: May 4, 2018

SUBJECT: Requesting Approval to Purchase 50 Aluminum Curb Inlet Filters from SOP Technologies International in the Amount of \$36,607.80

Action Statement:

Staff is requesting approval to purchase 50 curb inlet filters for type 5 and 6 inlets for the stormwater drainage system from SOP Technologies International in the amount of \$36,607.80 pursuant to code of ordinances 2-797(4).

Background:

The patented filters prevent debris such as leaves, trash, and other pollution from entering into the drainage system of stormwater.

It is in the best interest of the city to purchase these filters from SOP Technologies International (SOP). Staff have tested filters from two companies, Suntree and SOP. The SOP product is much stronger and better built. They are comparable in price to the Suntree product that quoted \$750.00 per unit. No other comparable products exist to staffs knowledge after lengthy research.

City staff has currently installed 36 SOP inlet filters over the past 2 years. The filters have been effective at keeping debris out as intended and have had no mechanical or corrosion issues to date. The first phase of filters was installed on Duval Street storm inlets and has keep all cups and bottles from entering the system as well as allowing City street sweepers to go along the curb and collect debris that would usually go into the system.

Purpose and Justification:

The filters are being installed at stormwater inlets that catch heavy debris. The new order will be installed at inlets that get heavy foliage from surrounding trees. These filters keep the drains, wells, and outfalls much cleaner.

Staff would like to purchase these filters pursuant to City code of ordinances 2-797 (4), best interest of the City, where exceptional circumstances exist due to low Key to the Caribbean - Average yearly temperature 77° F.

elevations within the City requiring stormwater drainage that get obstructed by foliage.

Purchasing from SOP will maintain consistency in parts and maintenance for all curb inlet filters.

Financial Impact:

Funds for the purchase and installation of filters will come from account 402-3802-538-4600. \$50,000 was budgeted in FY17/18 for this project.

Recommendation:

Staff recommends approval of the 50 additional inlet filters in the amount of \$36,607.80 from SOP Technologies International.



City of Key West, FL

City Hall
1300 White Street
Key West FL 33040

Action Minutes - Final

City Commission

Tuesday, June 5, 2018

6:00 PM

City Hall

ADA Assistance: It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number 1-800-955-8771 or for voice 1-800-955-8770 or the ADA Coordinator at 305-809-3811 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

ALL VISUAL PRESENTATIONS FOR AGENDA ITEMS MUST BE RECEIVED (24) TWENTY-FOUR HOURS PRIOR TO THE MEETING.

CALL MEETING TO ORDER - 6:00 P.M.

ROLL CALL

Absent 2 - Commissioner Kaufman and Mayor Cates

Present 5 - Commissioner Lopez, Commissioner Payne, Commissioner Romero, Commissioner Wardlow and Commissioner Weekley

INVOCATION - Deacon Peter Batty, Basilica St. Mary's Star of the Sea

PLEDGE OF ALLEGIANCE TO THE FLAG

APPROVAL OF AGENDA - The Agenda was approved as changed unanimously.

PROCLAMATIONS

1 75th Anniversary KEYS Energy Services

Sponsors: Mayor Cates

Attachments: [Proclamation](#)

Received and Filed

PRESENTATIONS

- 14 *Authorizing the purchase and installation of 50 Aluminum Curb Inlet Filters from SOP Technologies (SOP), in the Best Interests of the City, pursuant to Section 2-797(4)(b) of the Code of Ordinances, in the total amount of \$36,607.00; Authorizing the City Manager or Designee to execute necessary documents on behalf of the City.

Sponsors: City Manager Scholl

Attachments: [Resolution](#)
[Executive Summary](#)
[SOP Technologies International Curb Inlet Proposal](#)

Passed

Enactment No: Res 18-185

- 15 *Ratifying an Emergency Procurement pursuant to Section 2-797(2) and Section 2-797(4)(b) of the City's Code of Ordinances, for the purchase of a 10-stall shower trailer (\$43,900.00) and a 4-stall restroom trailer (\$17,999.00) from National Restroom Trailer (\$17,999.00) from National Restroom Trailers, LLC. for use at the Keys Overnight Temporary Shelters (KOTS), in an amount not to exceed \$61,899.00; Authorizing necessary budget transfers; Authorizing the City Manager to execute necessary documents upon consent of the City Attorney.

Sponsors: City Manager Scholl

Attachments: [Resolution](#)
[Executive Summary](#)
[City Manager Declaration of Emergency](#)
[Shower and Restroom Trailer Invoice](#)

Passed

Enactment No: Res 18-186

City of South Miami documents in the pages that follow:

1. Letter SOP Technologies sent to South Miami for sole source designation approval.
2. Confirmation email from South Miami of Sole Source designation for SOP Technologies filters.



SOP Technologies

www.soptechint.com

14 NE 1st Avenue, Suite 800 Miami, FL 33132
+1-305-792-8778 info@soptechint.com

June 26, 2017

To: Steven Kulick, C.P.M.
Chief Procurement Officer/Procurement Division
City of South Miami, 6130 Sunset Drive
South Miami, Fl 33143

Dear Steven,

This letter is to provide more details your team requested:

- **Sole Source Technology:** SOP Technologies' stormwater curb inlet filters are a patented technology, and have therefore been purchased as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006.
- **Filter Maintenance:** The next page shows some of our stormwater filters in the City of Key West. Those filters are maintained as a part of the city's regular street sweeping efforts, without an increase in frequency of cleanings. The maintenance crew knows to sweep the front of the filters.
- **Installation Process and Costs:** Filter installations require typical tools used by public works departments in the field. A hammer drill is used to make holes in concrete, where anchors are hammered into place to secure the filters. For the inlet/filters sizes for South Miami, installation time with a 2-person crew is approximately 5-10 minutes per filter. When we outsource installations, the rate for the 2-person crew with equipment, including SOP Technologies to oversee the work, is approximately \$128 per hour.

If there are any additional questions, please feel free to contact us.

All the best,

Emilio

Emilio Lopez, CEO
SOP Technologies

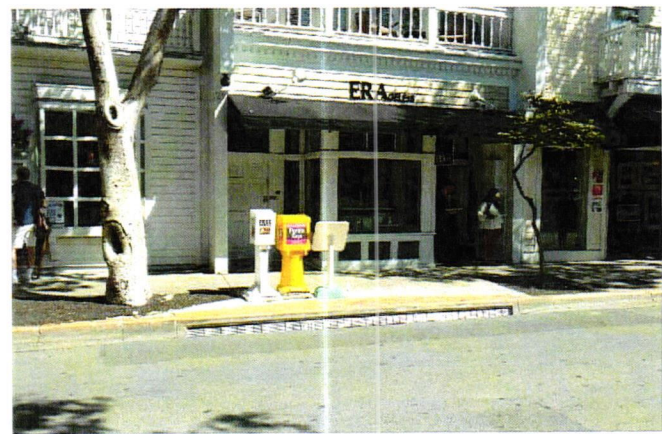
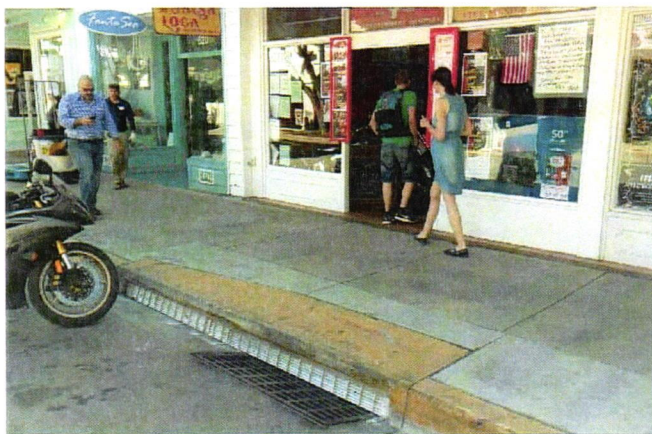
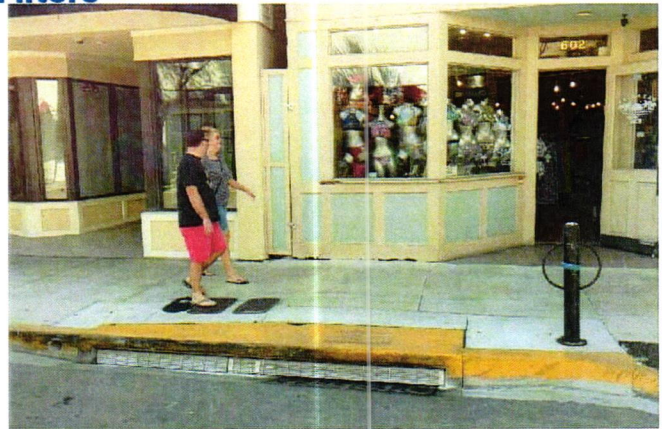


SOP Technologies

www.sopotechint.com

14 NE 1st Avenue, Suite 800 Miami, FL 33132
+1-305-792-8778 info@sopotechint.com

SOP Technologies: Stormwater Filters Key West, FL www.sopotechint.com





Emilio Lopez <emilio@soptechint.com>

SOP Technologies Proposal

Kulick, Steven P <SKulick@southmiamifl.gov>

Wed, Jul 26, 2017 at 9:00 AM

To: Emilio Lopez <emilio@soptechint.com>

Cc: "Webster, John" <JWebster@southmiamifl.gov>, John Reese <JReese@southmiamifl.gov>, Shari Kamali <SKamali@southmiamifl.gov>

Emilio,

The City Attorney has agreed to the sole source designation for your company and process. Please complete the attached Vendor Registration form. Completion of the form will allow the City to issue PO's pay invoices, etc.

Shari Kamali indicated she spoke to you regarding a few inlets in the downtown area. Please provide a quote. Your contact going forward will be John Reese/Public Works.

Thanks,

Steven Kulick, C.P.M.

Chief Procurement Officer/Procurement Division

City of South Miami - 6130 Sunset Drive - South Miami, FL 33143

Ph: 305/663-6339; Fax: 305/663-6346 - Email: skulick@southmiamifl.gov



From: Emilio Lopez [mailto:emilio@soptechint.com]

Sent: Monday, June 26, 2017 4:00 PM

To: Kulick, Steven P <SKulick@southmiamifl.gov>

Cc: Webster, John <JWebster@southmiamifl.gov>; John Reese <JReese@southmiamifl.gov>; Shari Kamali <SKamali@southmiamifl.gov>

Subject: Re: SOP Technologies Proposal

City of Aventura documents in the pages that follow:

1. Letter SOP Technologies sent to Aventura for sole source designation approval.
2. Confirmation email from Aventura of Sole Source designation for SOP Technologies filters.



SOP Technologies

www.sopotechint.com

14 NE 1st Avenue, Suite 800 Miami, FL 33132
+1-305-792-8778 info@sopotechint.com

August 7, 2017

To: Anthony Mihalko
Public Works Stormwater Coordinator
City of Aventura
19200 West Country Club Dr
Aventura, FL 33180

Dear Anthony,

This letter is to confirm that our stormwater curb inlet filter designs are patented, and we are sole source providers for the technology. SOP Technologies' stormwater curb inlet filters have therefore been approved for purchase as sole source procurements. The reference for our patent is U.S. Patent No. 8,017,006. We've also included a copy of the "sole source" designation approved by the City of South Miami.

To provide additional details, the next page shows some of our stormwater filters in the City of Key West. Those filters are maintained as a part of the city's regular street sweeping efforts, without an increase in frequency of cleanings. The maintenance crew knows to sweep the front of the filters.

Filter installations require typical tools used by public works departments in the field. A hammer drill is used to make holes in concrete, where anchors are hammered into place to secure the filters. For the inlet sizes of the FDOT Type 5 & Type 6 inlets, filter installation time with a 2-person crew is approximately 15-20 minutes per filter. If your team would like us to provide installation services, we can subcontract to a local contractor.

If there are any additional questions, please feel free to contact us.

All the best,

Emilio

Emilio Lopez, CEO
SOP Technologies

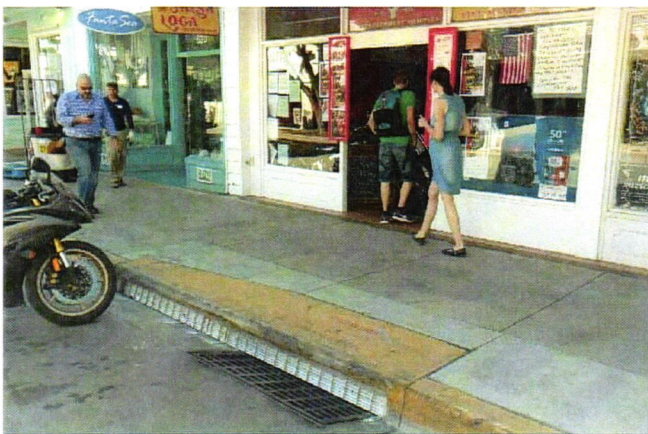
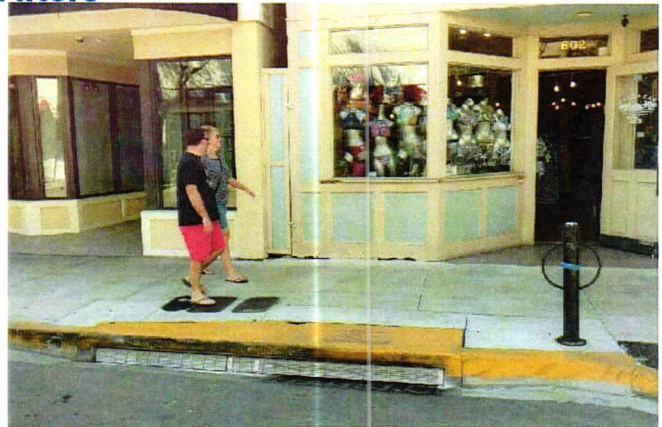


SOP Technologies

www.soptechint.com

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+1-305-792-8778 info@soptechint.com

SOP Technologies: Stormwater Filters Key West, FL www.soptechint.com





Emilio Lopez <emilio@soptechint.com>

Meeting / call Fwd: Stormwater filters proposal

Anthony Mihalko <mihalkoa@cityofaventura.com>
To: Emilio Lopez <emilio@soptechint.com>

Fri, Aug 18, 2017 at 8:55 AM

Emilio,

The City Manager has approved you as a sole source vendor. I have entered a requisition and you should have a purchase order by next week. How long will it take once you get the purchase order to deliver? Let me know so I can schedule accordingly.

Thanks,

Anthony Mihalko

Public Works Stormwater Coordinator

City of Aventura

19200 West Country Club Dr

Aventura, FL 33180

305 466 8927

305 466 3277 fax

From: Emilio Lopez [emilio@soptechint.com]
Sent: Thursday, August 17, 2017 12:14 PM
To: Anthony Mihalko
Subject: Re: Meeting / call Fwd: Stormwater filters proposal

[Quoted text hidden]