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3 **RESOLUTION NO. 2016-38**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**
8 **AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE**
9 **PARK AND A & A DRAINAGE & VAC SERVICES, INC.,**
10 **FOR MAINTENANCE OF STORMWATER DRAINS AND**
11 **SANITARY SEWER FACILITIES (THE BOB ANDERSON**
12 **STORM DRAIN MAINTENANCE PILOT PROGRAM);**
13 **PROVIDING FOR AN EFFECTIVE DATE.**
14

15 WHEREAS, the Village of Biscayne Park has the need to procure the services for the
16 maintenance of stormwater drains and sanitary sewer facilities; and,
17

18 WHEREAS, the City of Weston competitively bid for maintenance of stormwater and
19 sanitary sewer facilities (RFP No. 2013-18); and
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21 WHEREAS, A & A Drainage & Vac Services, Inc. (hereinafter referred to as
22 "Contractor"), submitted a Bid in response to the City of Weston's RFP; and
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24 WHEREAS, after receipt of a qualified bid from Contractor, the City of Weston entered
25 into a contract with Contractor on February 4, 2014 for a term of three (3) years with the option
26 to renew for two (2) additional three (3) year terms to provide maintenance of stormwater and
27 sanitary sewer facilities, which contract is attached hereto and made part hereof as Exhibit "1";
28 and
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30 WHEREAS, the Village has reviewed the scope of services of the competitively bid
31 City of Weston Contract, and has determined that it is an agreement that can be utilized by the
32 Village to provide maintenance of stormwater drains and sanitary sewer facilities; and
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34 WHEREAS, the City of Weston Contract allows Contractor to enter into an agreement
35 for the maintenance of stormwater drains and sanitary sewer facilities with the Village under
36 an arrangement where the Village establishes this agreement based on the contract developed
37 and executed by the City of Weston and Section 19-9 of the Code of Ordinances of the Village
38 of Biscayne Park, Florida, which authorizes the Village to procure these services through such
39 an arrangement; and
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41 WHEREAS, Contractor has agreed to honor the prices and terms and conditions of the
42 City of Weston Contract in providing maintenance of stormwater drains and sanitary sewer
43 facilities for the Village; and
44

45 WHEREAS, the Village desires to retain the services of Contractor establishing this
46 agreement based on the contract developed and executed by the City of Weston; and
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48 WHEREAS, the Village Commission finds it to be in the best interests of the residents
49 of the Village to piggy back off of the City of Weston's contract and to further authorize the
50 Mayor to execute the agreement for services.

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NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYPNE PARK, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Mayor is authorized to execute the agreement for maintenance of stormwater and sanitary services between the Village of Biscayne Park and A &A Drainage & Vac Services, Inc., attached hereto as Exhibit "2".

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 15th day of November, 2016.

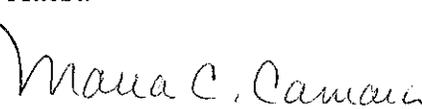
The foregoing resolution upon being put to a vote, the vote was as follows:



David Coviello, Mayor

Mayor Coviello: Yes
Vice Mayor Ross: Yes
Commissioner Anderson: Absent
Commissioner Jonas: Yes
Commissioner Watts: No

Attest:



Maria C. Camara, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

AGREEMENT FOR MAINTENANCE OF STORMWATER
AND SANITARY SEWER FACILITIES

THIS IS AN AGREEMENT, dated this 21st day of November, 2016, by and between:

VILLAGE OF BISCAYNE PARK
a Florida municipal corporation
640 NE 114th Street
Biscayne Park, Florida 33161

AND

A & A DRAINAGE & VAC SERVICES, INC.
13846 NW 14th Street
Pembroke Pines, Florida 33028
(hereinafter "CONTRACTOR")

WHEREAS, the VILLAGE has the need to procure the services for the maintenance of stormwater and sanitary sewer facilities; and

WHEREAS, the City of Weston competitively bid for maintenance of stormwater and sanitary sewer facilities (RFP No. 2013-18); and

WHEREAS, CONTRACTOR submitted a Bid in response to the City of Weston's RFP; and

WHEREAS, after receipt of a qualified bid from CONTRACTOR, the City of Weston entered into a contract with CONTRACTOR on February 4, 2014 for a term of three (3) years with the option to renew for two (2) additional three (3) year terms to provide maintenance of stormwater and sanitary sewer facilities, which contract is attached hereto and made part hereof as Exhibit "1"; and

WHEREAS, the VILLAGE has reviewed the scope of services of the competitively bid City of Weston Contract, and has determined that it is an agreement that can be utilized by the VILLAGE to provide maintenance of stormwater and sanitary sewer facilities; and

WHEREAS, the City of Weston Contract allows CONTRACTOR to enter into an agreement for the maintenance of stormwater and sanitary sewer facilities with the VILLAGE under an arrangement where the VILLAGE establishes this agreement based on the contract developed and executed by the City of Weston and Section 19-9 of the Code of Ordinances of the Village of Biscayne Park, Florida, which authorizes the VILLAGE to procure these services through such an arrangement; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Weston Contract in providing maintenance of stormwater and sanitary sewer facilities for the VILLAGE; and

WHEREAS, the VILLAGE desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by the City of Weston; and

WHEREAS, at its meeting of November 15, 2016 the Village Commission of the Village of Biscayne Park authorized the proper Village officials to enter into an agreement with CONTRACTOR by establishing this agreement based on the contract developed and executed by the City of Weston,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Attached hereto and made a part hereof as Exhibit "1" is the City of Weston Contract, dated February 4, 2014, as referred to above. The prices, terms, and conditions of the City of Weston Contract (Exhibit "1") shall govern the relationship between the VILLAGE and CONTRACTOR, except as amended below:

- A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Weston Contract, except said services shall be performed in and for the VILLAGE.
- B. CONTRACTOR shall perform the services in and for the VILLAGE as detailed in the City of Weston Contract attached as Exhibit "1" utilizing the prices set forth in the Contract.
- C. The Contract Administrator shall be the Village Manager of the VILLAGE or her designee.
- D. CONTRACTOR shall provide the Contract Administrator with proof of insurance as required by Paragraph 2.5(A) of the City of Weston RFP and shall name the VILLAGE as an additional insured. In addition, CONTRACTOR shall indemnify and hold harmless the VILLAGE in accordance with the same requirements as the Indemnification contained in the City of Weston Contract.

E. Notice to VILLAGE shall be sent to:

Sharon Ragoonan, Village Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

Copy to: John J. Hearn, Village Attorney
1001 NW 119th Avenue
Coral Springs, Florida 33071

H. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

I. COMPENSATION/PAYMENT

CONTRACTOR shall submit invoices to the Village Manager, Village of Biscayne Park, 640 NE 114th Street, Biscayne Park, Florida 33161. CONTRACTOR shall be paid within thirty (30) calendar days of the receipt and approval of the invoice.

Section 3. In all other respects, the terms and conditions of the City of Weston Contract attached hereto as Exhibit "1" are hereby ratified and shall remain in full force and effect under this Agreement, as provided by its terms.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

Maria C. Camara

Maria Camara, Village Clerk

David Coviello

David Coviello, Mayor

APPROVED AS TO FORM:

John J. Hearn

John J. Hearn, Village Attorney

A & A DRAINAGE & VAC SERVICES, INC.

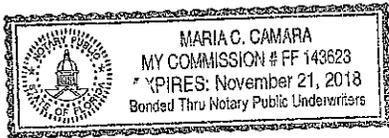
James Scrima
JAMES SCRIMA - President

Printed Name and Title

State of FL
County of Miami Dade

On this, the 21st day of November, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by James Scrima of A & A DRAINAGE & VAC SERVICES, INC., on behalf of the corporation.

WITNESS my hand and official seal this 21st day of November, 2016.



Maria C. Camara

Notary Public, State of Florida

Printed, typed or stamped name of Notary Public exactly as commissioned

➔ Personally known to me, or Produced identification:

(type of identification produced)