

I. **Award Description:**

This contract is for the purchase of lift station preventive maintenance for various Miami-Dade County Departments. The awarded bidder shall provide all labor, equipment, tools and incidentals to perform all tasks described in the solicitation to comply with regulations and lessen the likelihood of lift station failure from backup and creating immense sewage problems for County facilities and community developments. All required equipment pertaining to this solicitation is the awarded bidder's responsibility for accountability, up keep, serviceability, and operation. Any equipment identified as missing, not up-kept properly, unserviceable, and non-operational will be in contractual default. Award of the contract is to the single responsive and responsible bidder on a group-by-group basis.

II. **Term of Contract:**

This contract is effective from April 1, 2019 through March 31, 2024.

III. **Insurance Requirements**

The standard insurance requirements listed in the General Terms and Conditions Paragraph 1.22 shall apply with the exception of the following changes to the sections specifically identified:

- b) Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.
- d) Pollution Liability Coverage in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

IV. **Guarantee Against Work**

The awarded bidder(s) shall, in addition to all other requirements, be responsible for faulty labor and defective material and equipment for a period of one (1) year after date of the County's acceptance of the labor, material and/or equipment regardless of project completion status. The awarded bidder(s) shall promptly correct all deficiencies, without cost to the County, within 14 calendar days after the County notifies the awarded bidder(s) of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

If the awarded bidder(s) fails to correct the work within the period specified in the notice, the County shall place the awarded bidder in contractual default, obtain the services of another source to correct the deficiencies, and charge the awarded bidder for these costs; either through a deduction from the final payment owed to the awarded bidder or through invoicing. If the awarded bidder fails to honor this invoice or credit memo, the County may terminate the contract for default, in accordance with paragraph 1.26 of the General Terms and Conditions.

V. **Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean

up all areas where work has been involved as mutually agreed with the associated user department's project manager.

VI. Addition or Deletion of Sites

Sites, facilities, and County departments may be added to the contract resulting from this solicitation, at the option of the County. Awarded bidder(s) may be invited to submit price quotes for additional facilities, and or related services. If these quotes are determined to be fair and reasonable, then the additional work may be awarded under the contract. The County may award additional facilities to a contract bidder under an existing contract group, to a contract bidder under an additional group, or obtain the required services through a separate solicitation, in its best interest.

Although this solicitation identifies specific, sites to be serviced, any County department or agency may discontinue service for any site when such service is no longer required, upon seven (7) calendar days' written notice of the bidder.

In order to add a site the following steps need to be followed, failure to provide the information may prevent the necessary ET readings to be submitted to the Regulatory and Economic Resources Department (RER):

1. Outreach must be done to the award vendor for a price quotation to have the site added.
2. Once the vendor provides the quote to add the additional site, the department shall provide to the contracting officer the following information: The name of the site where the lift station is located, the address of the lift station, and the lift station number.
3. The contracting officer shall reach out to RER to ensure the lift station is in RER's database in order to provide the awarded vendor access to input ET Readings.
4. Once confirmed that the awarded vendor has access the contracting officer shall inform the user department that the site has been added to the contract.

VII. Emergency Services

2.13.1 While this solicitation is for the preventive maintenance of lift stations for several Miami-Dade County departments there may be times where emergency services may be needed by the County during the term of this contract. Emergency service work is considered any unforeseen unanticipated work not listed in this solicitation. Bidders shall quote an all-inclusive hourly rate for all emergency repair services performed during normal and after business hours.

2.13.2 Normal business hours are defined as from 7:00 am to 5:00 pm, Monday through Friday, exclusive of observed County Holidays and weekends. After business hours are defined as from 5:01 PM to 6:59 AM, Monday through Friday, observed County Holidays, and weekends.

2.13.3 Emergency service response time is defined as the time from acknowledged notification to arrival on-site. Emergency service response time during normal business hours shall be within three (3) hours after notification by the County. Emergency service response time during after business hours shall be within two (2) hours after notification by the County.

VIII. Notification To Begin Work

The awarded bidder shall neither commence any work, nor enter a County work premise, until a Work Order directing the awarded bidder to proceed with service of work has been received from an authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

IX. Invoices

The standard invoice requirements listed in the General Terms and Conditions Paragraph 1.35 shall apply with the exception of the following added additional basic information:

- III. Pricing Information
 - Deposal Fee Cost

- VI. Submit deposal fee document with invoice. Failure to submit invoices in the prescribed manner will delay payment.

X. Initial Services

3.2.1 The awarded bidder(s) must perform all of the tasks listed in the Technical Specifications, Paragraph 3.10 at each station listed in the Groups, within 30 calendar days from the date of the initial purchase order. Upon completion of these initial services, bidders(s) will perform all the tasks, at each station, with the estimated frequencies shown in Paragraph 3.10.

3.2.2 The awarded bidder(s) shall provide within 30 calendar days from the date of the initial purchase order a report to the corresponding Project Manager, listing any concerns or issues found during the initial service provided at each lift station.

XI. Elapsed Time Readings

Elapsed Time (ET) readings are required under Section 24-42.2 (3) (C) (i) of the Miami-Dade County Code. ET readings shall be reported to the user Department Director or Director’s designee no later than 14 calendar days after the end of the preceding monthly reporting period; otherwise the WEB application will place an automatic moratorium on the pump station. The ET readings shall be entered within one (1) calendar day of visiting the lift station.

XII. Maintenance Reports

The awarded bidder(s) must maintain records of all work performed at each station and complete a “Lift Station Maintenance Report” during each visit. The reports must be kept current by the bidder(s) at all times and must include, at minimum, the following information: 1). Station Number, 2). Station Location, 3). Service Date, 4). Detailed Services Performed, 5). ET Readings, 6). Inspection Checklist, and 7). General Observations. The awarded bidder(s) shall be responsible for providing a copy of the report to each respective County departments’ Project Manager. The Project Manager for the Zoo-Miami Lift Stations will design a “Lift Station Maintenance Report for Zoo-Miami Stations” to be used by the bidder for Group 1; copies of these reports will remain at the Zoo-Miami stations.

XIII. Awarded Vendor Contact Information

Vendor Name:	All Liquid Environmental Services d/b/a Johnson Environmental Services
FEIN/Suffix	800956142 / 01
Information of office staff member that is capable of meeting the County’s needs from 7:00 AM to 5:00 PM Monday through Friday.	
Contact Person Name:	Francisco Llubes
Telephone Number:	954-776-5931 Ext: 102
Fax Number:	954-776-5955
E-Mail Address:	francisco@johnsones.com
Information of office staff member that is capable of meeting the County’s needs after normal business hours (Monday-Friday 5:01 PM – 6:59 AM, Weekends, and County Holidays)	
Contact Person Name:	Allan Lange
Telephone Number:	954-776-5931 Ext: 101
Fax Number:	954-776-5955
E-Mail Address:	alange@johnsones.com

XIV. Items Awarded

Please see attachment: Price Schedule Form.

XV. Special Notes

Pursuant to Section 2.0, Special Terms and Conditions, Paragraph 2.17 Miami Dade County Living Wages (Groups 1 and 2), the following Living Wages updates shall be incorporated:

Effective **October 1, 2021** thru **September 30, 2022** the Living Wage rate shall be **\$17.62** for employees without qualifying health benefits and **\$14.03** per hour for employees with qualifying health benefits, which must be valued at least \$3.59 per hour.

Note:

A copy of Section 2-8.9 of the Code of Miami Dade County (Code) may be obtained online at [Sec. 2-8.9. - Living Wage Ordinance](#). A copy of the Administrative Order may be obtained online at <http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-30.pdf> . Living Wage Rates, Notices, and Posters may be obtained online at <http://www.miamidade.gov/smallbusiness/living-wage-reports.asp>.

XVI. Event Log

<u>Date</u> ↓	<u>Event</u> ↓	<u>Officer</u>
01/26/2022	Contract MOD #7 deleting Correction and Rehabilitation site located at North Dade Detention Center, 15891 N. State Road 9, Miami, Florida 33166.	S. Crockett
12/17/2021	Contract MOD #6 adding Seaport to the contract and lift station locations	S. Crockett
11/03/2021	Contract MOD #5 adding additional locations for Parks, Recreation and Open Spaces	S. Crockett
11/01/2021	Contact MOD #4 adding updated Living Wages rates	S. Crockett
09/24/2021	Contract MOD #3 adding additional services for Solid Waste location for group 2	S. Crockett
03/26/2021	Added location at Biscayne Shores and Garden Park, Group 2	M. Cam
06/23/2020	Update to add Oak Grove Park to Group 2	RC
11/06/19	Update to add Oak Forest to Group 2	D. Thompson
7/29/2019	Update made to addition or deletion of sites section. Additional sites added to attachment, Price Schedule Form Group 2	R.Mendoza
04/25/2019	Roadmap, award sheet, and BPO created	R. Mendoza