



Item No. 11d

# AGENDA ITEM REQUEST FORM

## Municipal Services

Department Submitting Request

## Don Prince

Department Director 

**REGULAR  
COMMISSION MTG**  
Meeting Dates - 7:00 PM

**DEADLINE TO  
Town Clerk**

**ROUNDTABLE  
MEETING**  
Meeting Dates - 7:00 PM

**DEADLINE TO  
Town Clerk**

- June 28, 2011
- July 26, 2011

- June 10 (5:00 pm)
- July 15 (5:00 pm)

\*Subject to Change

- June 14, 2011
- July 12, 2011

- June 3 (5:00 pm)
- July 1 (5:00 pm)

- |                                       |   |   |                                       |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports        | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance    |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Quasi Judicial | <input type="checkbox"/> Old Business       | <input type="checkbox"/> New Business |

PRIORITY ITEM

**SUBJECT TITLE:** Award of contract to Ameri Sweeps Inc. for Street Sweeping Services.

**EXPLANATION:** On June 2 2011, the Town released RFP 11-04-04 for Street Sweeping Services. We received five (5) proposals and the Bid Tabulation is attached (**Exhibit 1**). Ameri Sweeps, Inc. submitted the lowest price of \$24.00 per curb mile; their references (**Exhibit 2**) were checked with satisfactory results. The contract that just expired cost us \$27 per curb mile so this contract will save us \$3.00 per mile or about \$2,200 per year.

At the June 14<sup>th</sup> Roundtable there was a consensus by the Commission to have a contractor sweep approximately seven (7) curb miles twice weekly of State Roads within Town Limits and for the Town staff to sweep the Portals and downtown area.

The base yearly contract will cost the Town about \$17,472 and \$24 a curb mile for unscheduled work. To sweep the State Roads for the remainder of the fiscal year would be approximately \$5,000. These funds for this year are budgeted in the Fiscal year 2010/11 budget.

**RECOMMENDATION:** Authorize the Town Manager to enter into a two (2) year agreement (**Exhibit 3**) with an option for one additional (1) year agreement (**Exhibit 2**) with Ameri Sweeps.

- EXHIBITS:**
- 1: RFP 11-04-04 Street Sweeping Services Comparative Bid Tabulation Sheet.
  - 2: References
  - 3: Sweeping Services Agreement

**FISCAL IMPACT AND APPROPRIATION OF FUNDS:** The contract is within budget and will be a saving in future years.

Reviewed by Town Attorney

Yes  No

Town Manager Initials CA

**RFP 11-04-04 - STREET SWEEPING SERVICES**

Date: May 19, 2011 2:00 PM

**VENDOR: Southern Street Sweepers, LLC**

Deliverables	Total	Annual Total
Option A	\$24.80	\$18,054.40
Option B	\$24.80	\$10,316.80
Option C	\$0.00	N/A

**VENDOR: Star Cleaning USA, Inc.**

Deliverables	Total	Annual Total
Option A	\$238.00	Non Responsive
Option B	\$136.00	Non Responsive
Option C	\$532.99	Non Responsive

**VENDOR: Environmental Performance System**

Deliverables	Total	Annual Total
Option A	\$34.45	\$25,079.60
Option B	\$38.48	\$16,007.68
Option C	\$1,015.00	\$105,560.00

**VENDOR: Facilities Pro-Sweep**

Deliverables	Total	Annual Total
Option A	\$28.90	\$21,039.20
Option B	\$29.90	\$12,438.40
Option C	\$263.00	\$27,352.00

**VENDOR: AmeriaSweeps, Inc.**

Deliverables	Total	Annual Total
Option A	\$24.00	\$17,472.00
Option B	\$24.00	\$9,984.00
Option C	\$90.00	\$9,360.00

**VENDOR: Town Staff**

Deliverables	Total	Annual Total
Option A	N/A	N/A
Option B		\$23,731 for B and C
Option C		



**Town of Lauderdale-By-The-Sea  
Municipal Services Department  
4501 N. Ocean Drive  
Lauderdale-By-The-Sea, FL 33308  
Phone: (954) 776-5119  
Fax: (954) 776-0578**

Amerisweeps

Reference Check: Street and Parking Lot Sweeping Services

Reference Contact: Robert Kellogg

Title and Employer: Town Manager, Town of Sewall's Point

Phone Number: (772) 287-2455

1. Has this contractor ever been awarded a Sweeping Contract for your agency? YES
2. Have they ever failed to satisfactorily complete any work for your agency? NO
3. Describe any areas that you think needed improvement or of any defeciencies:  
DON'T SEE ANY DEFECIENCIES
4. Would you award a contract to them again? ABSOLUTELY
5. Anything else you would like to add? VERY COOPERATIVE AND ALWAYS THERE WHEN NEEDED.



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Amerisweeps

Reference Check: Street and Parking Lot Sweeping Services

Reference Contact: Ed Armstrong

Title and Employer: Public Works, Town of Palm Beach

Phone Number: (561) 838-5440

1. Has this contractor ever been awarded a Sweeping Contract for your agency? YES
2. Have they ever failed to satisfactorily complete any work for your agency? NO / 6 mos.
3. Describe any areas that you think needed improvement or of any defeciciencies:

None so far

4. Would you award a contract to them again? YES
5. Anything else you would like to add? NO - They are a fine Company.

**STREET SWEEPING SERVICES AGREEMENT 2011**

This Agreement for **STREET SWEEPING SERVICES**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Town of Lauderdale By-The-Sea, hereinafter called the "Town" and **Ameri Sweeps, Inc.**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Contractor, as an independent contractor, at its own cost and expense, shall perform the work as authorized by written Work Order, in form as attached hereto, issued by the Town, and shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized services.
2. All work shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances, including without limitation Fla. St. Ch. 119 (Public Records), and in accordance with the contract documents (the "Contract Documents") which are fully incorporated herein and made a part of this Contract for all purposes and are as follows:

Request for Proposal or Invitation to Bid and response by Contractor; General Conditions; scope of services and any performance requirements; the Agreement including any exhibits and amendments; Agreement Forms (Anti-Kickback and Public Entity Crimes); and Work Orders.

In the event of any conflict between the individual Contract Documents, they shall govern in the order listed above.

3. No promise or guarantee is expressed or implied as to the total quantity of services to be procured from Contractor. Furthermore, Town may, at any time, in its sole discretion during the term of this Contract, procure the services of other contractors for any services within the scope of this Contract.
4. Upon completion of the services authorized by a Work Order, Contractor shall submit written statements identifying the Work Order number, the nature of the work performed including job functions for each Work Order, the number of hours spent on the project, and an itemized statement of all costs and expenses associated therewith.

5. Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved written invoice for payment.
6. Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract and for thirty days thereafter.
7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations herein relating to this indemnification provision shall continue after termination of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

8. This Contract is for a two (2) year term from the date of execution by the parties. An option for one (1) additional one (1) year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor 60 days prior to the Contract expiration.
9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.

11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN'S employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the state of Florida, including workers compensation insurance as required by law, and liability insurance as required below, issued by an insurance company rated B+ or better (A.M. Best rating), together with an endorsement naming the Town as an additional or named insured.

Comprehensive General Liability Insurance	\$1,000,000.00;
	\$2,000,000.00 Aggregate
Workers' Compensation Insurance	Statutory requirements
Comprehensive Automobile Liability Insurance	\$1,000,000.00
Professional Liability	\$ _____

13. The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

**TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA**

Approved As To Form: \_\_\_\_\_  
Susan Trevarthen, Town Attorney

\_\_\_\_\_  
Constance Hoffmann  
Town Manager

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_