OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

June 20, 2023 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

- **STAFF REPORTS AND AGENDA REVIEW**

- **PUBLIC COMMENTS**
  The public is allowed to comment on any items that are on the Agenda but not part of a Public Hearing. Public Hearing comments are to be heard during that portion of the meeting.

- **CONSENT AGENDA**
  Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

  1. Approval of Minutes from the Regular City Commission Meeting held June 6, 2023. **(City Clerk Sibbitt)**
  2. Approval of Development Agreement and Road Transportation Impact Fee Credit Agreement for Ocoee Crown Point Mixed Use Project (Wire Development). **(Development Services Director Rumer)**
  3. Approval to Renew the School Resource Officer Agreement with Renaissance Charter School. **(Police Chief Plasencia)**
  4. Approval for Fire Station 25 Roof Resealing. **(Public Works Director Krug)**
  5. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the Forest Oaks Water Treatment Plant. **(Utilities Director Croteau)**
  6. Approval to Rehabilitate Lift Stations 27, 52, 53 and 55 with Spray Wall Polyurethane Protective Lining System. **(Utilities Director Croteau)**
  7. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at Lift Station 16 (Lake Olympia Club). **(Utilities Director Croteau)**
  8. Approval to Piggyback off of City of West Palm Beach Contract to Repair Tank #1 and Tank #2 at the Forest Oaks Water Plant. **(Utilities Director Croteau)**

- **FIRST READING OF ORDINANCE**

- **SECOND READING OF ORDINANCE – PUBLIC HEARING**

  9. Second Reading of Ordinance for an LDC Update - Articles II, V, & VI & Table 5-1 Relative to Clarification on Impervious Surface Materials, Pet Care Services, and Correction of Scrivener's Errors. **(Zoning Manager Whitfield)**

- **PUBLIC HEARING**

- **REGULAR AGENDA**

- **COMMENTS FROM COMMISSIONERS**
  (Limit to Five Minutes)

- **ADJOURNMENT**

Notice: In accordance with Florida Statutes 286.0105: Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. Also, in accordance with Florida Statute 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.

MINUTES
OCOEE CITY COMMISSION
JUNE 6, 2023

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER** 6:15 PM

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Commissioner Hart**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Wilsen**. **City Clerk Sibbitt** called the roll and declared a quorum present.
Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Hart
Absent: Commissioner Firstner
Also Present: City Manager Frank, City Attorney Cookson, City Clerk Sibbitt

- **PRESENTATIONS AND PROCLAMATIONS** 6:16 PM

Proclamation for June 2023 – Small Cities Month proclaimed by Mayor Johnson.

Presentation by Martha Lopez-Anderson with Parent Heart Watch on the Donation of the Outdoor SaveStation Tower and AED – Martha Lopez-Anderson, *Parent Heart Watch*, provided a presentation highlighting the Parent Heart Watch organization, shared her personal story, explained the importance of recognizing and responding to sudden cardiac arrest, and shared the location of the SaveStation tower located in Bill Breeze Park.

- **STAFF REPORTS AND AGENDA REVIEW** - None

- **PUBLIC COMMENTS** 6:32 PM

The following persons addressed the City Commission:

- **Dave Denmark,** *Ocoee Resident*, commented on poor road conditions along Bowness Ave and Montgomery Ave, and noted an urgent need to repave. He also inquired if any improvements were proposed for Tiger Minor Park. **Public Works Director Krug** addressed his questions on the road improvements. **Parks and Recreation Director Johnson** addressed his question in regards to Tiger Minor Park.
- **Duane Morin,** *Ocoee Resident and Ocoee Business*, announced the 5-year anniversary of Toll Road Brewery, and requested permission to close a section of McKey Street, just before the railroad tracks to Cumberland Ave on Saturday, June 24th to celebrate this milestone.

Motion: Move to approve the road closure along McKey Street from the railroad track to Cumberland Ave on Saturday, June 24, 2023. Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Firstner absent.

- **Jim Moyer,** *Ocoee Resident*, Congratulated Finance Direct Roberts on the audit. Thanked Mayor Johnson and Commissioner Hart for their support, and presented a PowerPoint on the significant impact of Chinese immigration in our country.

- **CONSENT AGENDA** 6:45 PM

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-8. Moved by Commissioner Kennedy, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Firstner absent.

1. Approval of Minutes from the Regular City Commission Meeting held May 16, 2023 and the Special Session held May 18, 2023. **(City Clerk Sibbitt)**
2. Approval of New Appointments to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(City Clerk Sibbitt)**
3. Approval to Piggyback Bound Tree Medical Contract # IFB-604500-23/GCM with Seminole County. **(Fire Deputy Chief Van Camp)**
4. Approval for Crossing Guard Services with All City Management Services. **(Police Chief Plasencia)**
5. Approval of Memorandums of Agreement with the Florida Police Benevolent Association. **(Police Chief Plasencia)**
6. Approval of One (1) Year Extension of RFP #18-002 Emergency-Disaster Debris Removal Contracts. **(Public Works Director Krug)**
7. Approval for Demolition of Structures at 182 N. Lakeshore Drive. **(Public Works Director Krug)**
8. Approval to Reallocate Residual Capital Funding for Sidewalk Replacement. **(Public Works Director Krug)**

- **FIRST READING OF ORDINANCE** 6:46 PM

9. First Reading of Ordinance for LDC Update - Articles II, V, & VI Relative to Kennels/Pet Care, Clarification on Impervious Surface Materials, and Correction of Scrivener's Errors. **(Zoning Manager Whitfield)**

City Attorney Cookson read the title of the ordinance, and it was announced this will be presented as a second reading and public hearing at the next scheduled City Commission meeting on June 20, 2023, at 6:15 PM or soon thereafter.

- **SECOND READING OF ORDINANCE – PUBLIC HEARING** 6:47 PM

10. Second Reading of Ordinance Ratifying Resolution 2023-06 to Rescind the City's Call for a Special Election for June 13, 2023, and Calling for the General City Election Date to Coincide with the Orange County Municipal Election Day and the Presidential Preference Primary Date of March 19, 2024. **(City Clerk Sibbitt)**

City Clerk Sibbitt presented a brief overview of the proposed ordinance.

City Attorney Cookson read the title of the ordinance.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to adopt Ordinance No. 2023-12 to Rescind the City's Call for a Special Election for June 13, 2023, and Calling for the General City Election Date to Coincide with the Orange County Municipal Election Day and the Presidential Preference Primary Date of March 19, 2024; Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 4-0 with Commissioner Firstner absent.

- **PUBLIC HEARING** - None

- **REGULAR AGENDA** 6:50 PM

11. Ocoee Neighborhood Matching Grant Applicants – Approval to Award Grant Monies. **(Community Relations Manager Wright)**

Community Relations Manager Write presented a brief overview of the Ocoee Neighborhood Matching Grant program.

The floor was opened for each member of the City Commission to ask questions and voice concerns.

Motion: Move to award the Neighborhood Matching Grants to 11 HOA applicants for a total of $21,500; and further, approve Forest Ridge and Cross Creek of Ocoee with conditional approvals as recommended by staff; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

12. The Regency Mixed-Use Development Large Scale Final Site Plan and First Amendment to the Development Agreement (LS-2022-012). **(Development Services Director Rumer)**

Development Services Director Rumer presented a brief overview of The Regency Mixed-Use Development Large Scale Final Site Plan which consists of three (3) parcels, approximately 16.68 acres in size, and is located on the north side of the Florida Turnpike and the west side of the Maguire Road and Old Winter Garden Road intersection. The parcels are located within the CRA Target Area 1 Special Area Overlay. The Large-Scale Preliminary Site Plan and Development Agreement were approved at the May 3, 2022, City Commission meeting.

He briefly highlighted incentives proposed in the First Amendment to the Development Agreement which was also presented during the CRA Meeting.

Daniel O'Keefe, *Shutts and Bowen LLP*, spoke on behalf of The Regency Developers and explained they are excited on starting the project, and working with the City.

The floor was opened for each member of the City Commission to ask questions and voice concerns.

Commissioner Kennedy noted a correction to be made to the staff report. **Development Services Director Rumer** acknowledged his request.

Commissioner Hart inquired about the widening of the Turnpike and SR429 and if that project would affect this development. **Development Services Director Rumer** addressed his question.

Motion: Move to approve The Regency Mixed-Use Development Large Scale Final Site Plan and First Amendment to the Development Agreement, as recommended by staff; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

13. Ocoee Christmas Parade. **(Parks and Recreation Director Johnson)**

Parks and Recreation Director Johnson explained this item has been brought back at the request of the City Commission. He requested direction on how they would like to proceed such as parade date, time, and vetting of applicants. He briefed the City Commission on several issues the Lions Club experienced in the past when they hosted the event.

The floor was opened for each member of the City Commission to ask questions and voice concerns.

Commissioner Wilsen voiced her support of the Jolly Jamboree and suggested elevating that event instead of creating an additional event. **Consensus of the City Commission was to continue with the Jolly Jamboree event in lieu of having a Christmas Parade.**

- **COMMENTS FROM COMMISSIONERS** 7:10 PM

Commissioner Kennedy – *No comments*

Commissioner Wilsen – *No comments*

Commissioner Hart – Commented on the following:

1) Thanked those involved in executing the Community Picnic, and noted that it was a wonderful event.
2) Commented on the Memorial Event, and praised the guest speaker for providing an exceptional speech.
3) Commented on the Car show and noted that the City needs to consider building a parking garage to accommodate citizens when visiting the City and attending events.
4) Reminded residents that school is out and encouraged all drivers to drive with extra caution, as children will be outside playing.
5) Wished his daughter a Happy Birthday.

Mayor Johnson – Commented on the following:

1) Asked for staff to coordinate a City Commission Workshop to address the Downtown Revitalization Project with regards to the following items: parking lot, old City Hall, Oakland Street, and increased traffic concerns. **City Manager Frank** addressed his request and offered to have Staff coordinate. After a brief discussion, it was decided to hold the workshop before the 23/24 FY Budget Workshops, for City Manager Shadrix to be the Facilitator and to have Development Services Director Rumer and Deputy Director of Development Services/CRA Administrator Corless attend.
2) Noted the need for a bathroom at Bill Breeze Park/Starke Lake, and made suggestions. **City Manager Frank** addressed his concerns.
3) Inquired about staffing Bill Breeze Park/Starke Lake during the summer. **Commissioner Wilsen** inquired about a previous arrangement of Police presence during this time. **City Manager Frank** addressed their concerns.
4) Shared the danger of crossing the road by foot due to low visibility within the downtown area along McKey Street at multiple intersections, and expressed a need for signage or lighting in the downtown area along McKey Street at multiple intersections. **Consensus was for staff to research and present options.**
5) Noted the need for City Limit *aka* "Gate-Way" signs on Roberson Road near Pet Paradise, and on Tomyn Road. **City Manager Frank** and **Assistance City Manager Shadrix** addressed his request.

6) Encouraged residents to check out the new Ocoee Action Sports Park. **Parks and Recreation Director Johnson** announced the Ribbon Cutting date.
7) Inquired about the opening date of Unity Park, and asked about the $10,000 allocated for the Unity Park Monument to honor the victims of the 1920 Massacre.
8) Announced the next City Commission is on June 20th.

- **ADJOURNMENT** 7:25 PM

APPROVED:

Attest: **City of Ocoee**

_____ _____
Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 2

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Development Agreement and Road Transportation Impact Fee Credit Agreement for Ocoee Crown Point Mixed Use Project (Wire Development). (Development Services Director Rumer)

Background Summary:

On September 21, 2021, the City Commission directed City Staff to proceed with contract negotiations following Wire Development's unsolicited offer to purchase the city-owned property located within the Crown Point PUD. On February 17, 2022, the City and Wire Development entered into an Agreement for Purchase and Sale. A Preliminary Site Plan has been approved reflecting the development of 315 multi-family dwelling units and 20,000 square feet of commercial space.

As part of the development approval process, Staff is requesting approval of the attached Development Agreement and Impact Fee Credit Agreement between the City and Wire Development.

The Development Agreement provides for the following:

- **New Public Road:** The Developer will construct a new public road including sidewalks, underground utilities, streetlights, offsite intersection improvements and landscaping (the "New Road") that will serve as the primary access to the project. The New Road shall be constructed by the Developer at its sole cost and expense and the Developer shall be entitled to impact fee credits to receive full reimbursement of the construction of the New Road as provided in the Impact Fee Credit Agreement. Upon completion of the New Road, the Developer will convey the new road to the City.
- **Restricted Parking:** The Developer shall have the right to restrict parking on the New Road from six (6) p.m. until nine (9) a.m. during the week and Friday six (6) p.m. to Monday nine (9) a.m. on weekends for residents of the multifamily building(s).
- **Stormwater Management System:** The Developer will be permitted to connect to and discharge into the Crown Point PUD Master Stormwater System.
- **Signage:** The Developer will provide the City with a master signage plan with proposed uses outlined in the Development Agreement.
- **Park:** The Developer will deed acreage to the City to be used for a park adjacent to the West Orange Trail. The Developer will construct, install and maintain the park and related amenities. The City will provide park impact fees in the amount of Three Hundred Thousand Dollars ($300,000.00) once the park and related amenities are completed and approved by the City.
- **Average building heights, building construction, parking and phasing:** requirements are included in the Development Agreement.
- **Waiver Table:** A waiver table is included in the Development Agreement reflecting certain waivers from the Land Development Code and the Crown Point Declaration of Conditions of Approval.

The Impact Fee Credit Agreement provides:

- **Reimbursement:** Developer shall be entitled to receive reimbursement for design, engineering, permitting and construction of the New Road Improvements via Impact Fee Credits and direct cash reimbursements for any costs in excess of the Impact Fee Credits. The total amount of estimated reimbursement is One Million Four Hundred Thousand and No/100s Dollars ($1,400,000.00) based upon the approved PSP.
- **Impact Fee Credit:** The Developer shall be entitled to receive Impact Fee Credits at the time of issuance of each building permit for a total amount of Eight Hundred Twenty-five Thousand and no/100s Dollars ($825,000.00) for the New Road based upon the actual cost of surveying, engineering, design, permitting and construction of the New Road.

Issue:

Should the Honorable Mayor and City Commissioners approve the Development Agreement and Impact Fee Credit Agreement for Wire Development?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve the Development Agreement and Impact Fee Credit Agreement for Wire Development.

Attachments:

1. Development Agreement
2. Impact Fee Credit Agreement

Financial Impacts:

None

Type of Item: Consent

THIS DOCUMENT PREPARED BY AND RETURN TO:

Scott A. Cookson, Esq.
Shuffield, Loman & Wilson, P.A.
1000 Legion Place. Suite 1700
Orlando, FL 32801

DEVELOPMENT AGREEMENT
(Wire Development LLC)

This **DEVELOPMENT AGREEMENT** (the "**Agreement**") is made and entered into this _____ day of _____, 2023 ("**Effective Date**"), by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 N. Bluford Avenue, Ocoee, Florida 34761, Attention: City Manager ("**City**"), and **WIRE DEVELOPMENT LLC**, a Florida limited liability company, with an address of 101 S. 12th Street, Suite 101, Tampa, Florida 33602 (the "**Developer**"). The City and the Developer are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Developer is under contract to purchase certain property located in the City of Ocoee, Orange County, Florida legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Property**"); and

WHEREAS, the Property is commonly known as the Ocoee Crown Point Mixed Use Development (the "**Project**"). Development of the Project is described in more detail on that certain Preliminary Site Plan approved by the Ocoee City Commission on July 19, 2022 (the "**PSP**"); and

WHEREAS, the provisions of Section 4-5B(5) of Article IV of the Ocoee Land Development Code (the "**Code**") requires that the Developer and the City enter into a development agreement incorporating all plans and conditions of approval by reference; and

WHEREAS, the City confirms that this Agreement is consistent with and an exercise of the City's powers under the Municipal Home Rule Powers Act; Article VII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; all City Rules; other controlling law; and the City's police powers, and is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Section 163.3220-163.3243, *Florida Statutes*; and

WHEREAS, on or about even date herewith, City and Developer are entering into that certain Road Transportation Impact Fee Credit Agreement (the "**Transportation Impact Fee Credit Agreement**") relating to the Developer's rights and obligations relating to the construction of the New Road Improvements (as hereinafter defined) and receipt of Transportation Impact Fee Credits as more particularly set forth in the Transportation Impact Fee Credit Agreement and Sections 4 and 5 of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein and the sum of ten dollars ($10.00) and other good and valuable consideration the sufficiency of which is hereby conclusively acknowledged the Parties agree as follows:

AGREEMENT

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

Section 2. **Development of the Property**.

A. Development Approvals. Except as expressly set forth herein to the contrary including but not limited to those various waivers set forth in the wavier table attached hereto and incorporated herein by reference as **Exhibit "G"** (the "**Waiver Table**"), nothing herein will be construed to grant or waive on behalf of the City any development approvals that may be required in connection with the PSP or approved Final Site Plan (the "**FSP**" and collectively with the PSP, the "**Approved Plan**") for Developer's development of the Property. Except as expressly set forth herein to the contrary, the Developer must comply with all applicable procedures and standards related to the development of the Property.

B. Compliance with Code and Approved Plans. Except as expressly set forth herein to the contrary including but not limited to those various waivers set forth on the Waiver Table, it is agreed that (1) the Project shall comply with the zoning and subdivision regulations of the City as set forth in the Ocoee Land Development Code, as it may from time to time be amended, and (2) the Approved Plan, and all other preliminary and final site plans and plats for the Property or any portion thereof, shall conform to the Ocoee Land Development Code requirements in effect at the time of approval of any such plans/plats. In the event of any conflict between the provisions of the Ocoee Land Development Code, as it may from time to time be amended, and this Agreement, it is agreed that the provisions of this Agreement shall control.

Section 3. **Maximum Density.** Maximum density of the Project as reflected on the Approved Plan shall be as follows:

A. 315 multi-family dwelling units; and
B. 20,000 square feet of commercial space.

Section 4. **New Road Improvements; Impact Fee Credits**. Subject to the terms and conditions of this Agreement, Developer shall, at Developer's sole cost and expense, design, engineer, and construct to City standards and subject to approval by the City, a new public road (the "**New Road Improvements**") including, but not limited to the associated underground utilities, sidewalks, streetlights, offsite intersection improvements and landscaping as shown on the PSP as shown on **Exhibit "B"** attached hereto and incorporated herein by this reference. City acknowledges that Developer shall be entitled to receive full reimbursement for design, engineering and construction of the New Road Improvements and associated offsite improvements via receipt of transportation impact fee credits ("**Transportation Impact Fee Credits**") and direct cash reimbursement for the costs of the New Road Improvements that are in excess of the

Transportation Impact Fee Credits assigned to Developer. City agrees that Developer shall be entitled to receive Transportation Impact Fee Credits at the time of issuance of each building permit for an estimated total amount of Eight Hundred Twenty-five Thousand and no/100s Dollars ($825,000.00), which estimated amount is subject to revision based on the Approved Plan. City and Developer agree and acknowledge that the current total cost estimate of the design, engineering and construction of the New Road Improvements is estimated at approximately $1.4 million based on the PSP; provided, however, that the final reimbursement amount shall be determined based on all fees, costs and expenses incurred by Developer relating to the final design and engineering of the New Road Improvements as approved by the Parties and all actual costs and expenses incurred by Developer in connection with construction of the New Road Improvements based on the final design and engineering as approved by the Parties. Upon commencement of construction of the New Road Improvements by Developer, Developer shall submit to the Development Services Department, on a monthly basis, in arrears, a completed Impact Fee Credit form (the "**Impact Fee Credit Form**") as shown on **Exhibit "C"** attached hereto and incorporated herein by this reference, including such supporting documentation as the City may reasonably request to evidence Developer's payment of all fees and costs relating to the design, engineering, permitting and construction of the New Road Improvements. Upon receipt and approval of such documents, City shall assign the Transportation Impact Fee Credits to Developer which Developer shall be permitted to use to satisfy the road and transportation impact fees associated with Developer's Project. For any reimbursement amounts that are in excess of the Transportation Impact Fee Credit, City will reimburse the Developer within sixty (60) days of submittal of Developer's invoice and supporting documentation for amounts in excess of the Transportation Impact Fee Credit. Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project costs of the New Road Improvements**.** This information will be available to City, or its duly authorized agent or representative, for audit, inspection or copying, at City's sole cost and expense, for a minimum of five (5) years from the completion the New Road Improvements and final reimbursement to the Developer**.**

Section 5. **New Road Improvements Ownership/Dedication, Restricted Parking and Maintenance.** Upon completion of construction of the New Road Improvements and acceptance by the City, Developer shall convey the New Road to the City by Special Warranty Deed, such that upon conveyance, the New Road shall become a public right-of-way. Following the conveyance of the New Road by Developer to the City, City shall be responsible for all costs and expenses, except as provided in this Section, associated with maintaining, repairing and replacing the New Road Improvements, which New Road Improvements shall be maintained, at all times, in the same condition as existed as of the acceptance of the New Road by the City and delivery of the Special Warranty Deed relating to the conveyance of the New Road Improvements from the Developer to the City, normal wear and tear excepted. Notwithstanding that the New Road shall become a public right-of-way following acceptance by the City and conveyance to the City via the Special Warranty Deed, City agrees to permit Developer to restrict public parking in those certain parking spaces along the New Road Improvements as shown on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Restricted Parking Spaces**"). Said restriction shall be permitted from six (6) p.m. until nine (9) a.m. daily during the week and Friday from six (6) p.m. to Monday nine (9) a.m. on weekends for residents of the of the multifamily building(s). Developer acknowledges and agrees to be responsible for the costs and expenses of maintaining,

repairing and replacing the Restricted Parking Spaces, which maintenance of the Restricted Parking Spaces shall be maintained, at all times, in the same condition as existed as of the acceptance of the New Road by the City and delivery of the Special Warranty relating to the conveyance of the New Road from the Developer to the City, normal wear and tear excepted.

City agrees and acknowledges that Developer is developing a mixed-use village project and that the New Road Improvements provide primary access to the Project, which are a material inducement for Developer to enter into this Agreement and to construct the Project. City agrees to maintain the New Road Improvements, with the exception of the Restricted Parking Spaces, in accordance with the City's past and current practices regarding roadway maintenance.

Section 6. Stormwater Management System. City and Developer agree and acknowledge that a master stormwater system exists with respect to the development of the Ocoee PUD (the "Master Stormwater System") and that Developer shall be permitted to connect to and discharge to the Master Stormwater System at such locations as shown on **Exhibit "E"** attached hereto and incorporated herein by reference in connection with Developer's Project.

Section 7. Signage.

A. Master Signage Plan. Developer will provide City with a master signage plan for the Project to include all sign types and locations. City will provide approvals in accordance with the proposed uses and as outlined below.

B. Monument Signs. City and Developer acknowledge and agree that the master monument sign plan as shown on the approved Crown Point PUD Plan shall be amended to permit two (2) monument signs on the north tract (the "**Northern Monument Signs**") and one (1) monument sign on the south tract (the "**Southern Monument Sign**") of the Property in locations provided on the Approved Plan and as presently contemplated on the sign plan attached hereto and incorporated herein by reference as **Exhibit "F"** (the "**Sign Plan**").

C. Ground Level Commercial Building Signs. City and Developer agree that the ground level commercial units consisting, but not limited to, the leasing office, commercial space, micro commercial and live-work will have wall mounted blade or canopy hanging signs as well as additional storefront signage. Blade or canopy sign locations will be submitted and permitted with the final building permit application and tenants shall be allowed to change faces without further permitting requirements. The City will receive a Master Signage Plan for these locations.

D. Retail Signage. The future retail development on the South Tract shall be allowed necessary temporary and permit signage consistent with typical retail outparcels.

E. Project Specific Signage. In addition to project related monument signage, Developer may include project related branding, signage or murals on all buildings.

F. Wayfinding Signage. Signage to provide directions and wayfinding may be installed at locations throughout the Project to identify locations including, but not limited to, the park, West Orange Trail and commercial/retail.

Section 8. Park Impact Fee Credits. In exchange for Developer conveying via special warranty deed approximately _____ acres of open space within the Project to the City after Developer's construction and installation of amenities for a park adjacent to the West Orange Trail, including sidewalks, benches, and other landscape and hardscape elements (the "Park"), City shall provide park impact fees in the amount of $300,000.00 once construction of the park and related amenities are completed and approved by the City. Following conveyance of the Park to the City, Developer agrees to maintain the Park on behalf of and at the direction of the City in accordance with the regularly scheduled grounds maintenance for the Project; provided, however, that Developer shall have no liability for any loss, cause, claim, action, damage, or injury suffered in connection with such maintenance other than for the willful misconduct or gross negligence of Developer and its employees or agents.

Section 9. Average Building Heights. Building height within the Project provides for up to four (4) stories as long as the average height in the Project does not exceed forty-five (45) feet. Building height is measured in the Ocoee LDC as the vertical distance from the average line of the highest and lowest points of that portion of the lot covered by the building to the highest point of coping of a flat roof, or the deckline of a mansard roof or to the average height of the highest gable of a pitch or hip roof. For the four story and mixed-use buildings in this project, the height measurement exceeds 45 feet due to additional clearance heights for commercial space and enhanced elevations; however, the average building height for the project is less than 45 feet. As such, the City will provide a variance for the four story and mixed use buildings per the approved elevations in the Approved Plan.

Section 10. Building Construction. City agrees and acknowledges that Developer shall be permitted to construct all buildings with wood frame construction and Developer shall not be obligated to construct any portion of such buildings with concrete block, nor shall Developer be required to install elevators within any building which is three (3) stories in height or less, unless Developer elects to do so, in Developer's sole and absolute discretion.

Section 11. Trees. The Developer and City have collaborated on a plan that provides a walkable urban scale neighborhood. City agrees to provide necessary waivers for reduction in trees and landscaping based on the urban mixed-use nature of the Project and enhanced recreation and wellness areas, which shall be included on the Approved Plan. Developer will make efforts to save existing trees on the Property and has provided a potential tree save plan as part of the Approved Plan; however, Developer and City acknowledge and accept that trees will be extremely difficult to save due to the challenging grading and earthwork activities necessary for development of the site. Final approved landscape plan is included with the Approved Plan and any waivers shall be granted,

Section 12. Parking. The Developer submitted parking plan to the City as part of the Approved Plan approval process. The Project objective is to provide a walkable urban scale, mixed use neighborhood with shared parking arrangement. City agrees to provide necessary waivers for

reduction in parking count and/or stall sizes based on the urban mixed-use nature of the Project, which waiver shall be included on the Approved Plan.

Section 13. Phasing. Developer may construct the Project in two or more phases, which shall be at Developer sole and absolute discretion.

Section 14. Covenants Running with the Land/Assignment. The terms, provisions, covenants, conditions and restrictions set forth in this Agreement and the rights, privileges and benefits and duties, obligations and burdens assigned, granted, imposed and created pursuant to this Agreement shall and are hereby declared to be covenants running with the title to the Property. This Agreement shall legally benefit and bind the Developer and its respective successors and assigns.

Section 15. Force Majeure. Except as otherwise expressly set forth in this Agreement, if Developer's performance of any act (other than the payment of money) required hereunder is impractical, impossible, delayed, hindered, or prevented by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, pandemic or epidemic health occurrences as declared by applicable governmental or world health organizations, health events resulting in government mandated quarantine, shelter-in-place, travel restrictions, government office shut-down and/or moratoria, or other government-directed cessation of business related to pandemic or epidemic health occurrences, riots, terrorist acts, insurrection, adverse weather conditions, war or other reasons of a like nature not the fault of the Developer delayed in performing work or doing acts required under the terms of this Agreement (all of such reasons or causes referred to in this Agreement as "force majeure"), then performance of such acts shall be excused for the period of the delay, and the period within which the performance of such act may be required hereunder shall be extended by a period equivalent to the period of such delay plus thirty (30) days. In any case where work is to be paid for out of insurance proceeds or condemnation awards or other similar such proceeds, due allowance, not to exceed ninety (90) days in the aggregate, shall be made, both to the Party required to perform such work and to the Party required to make such payment, for delays in the collection of such proceeds and award.

Section 16. Legal Proceedings, Attorneys' Fees. In the event that either Party shall institute litigation or other legal proceedings against the other to interpret or enforce any term, provision, warranty, covenant or condition set forth in this Agreement, the prevailing Party in such litigation or other legal proceedings following all appeals therefrom, if any, shall be entitled to recover from the non-prevailing Party in such litigation or other legal proceedings reasonable attorneys', paralegals', and experts' fees and expenses and court costs incidental thereto, including those incurred on any bankruptcy proceeding and/or appeal of a lower court decision.

Section 17. Notices.

1. All notices provided for in this Agreement shall be in writing and delivered to the addresses below:

City:
City of Ocoee
Attention: City Manager
1 N. Bluford Avenue
Ocoee, Florida 34761

With a copy to:
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attn: Scott A. Cookson, Esq.
Email: scookson@shuffieldlowman.com

Developer:
Wire Development
101 South 12th Street, Suite 101
Tampa, Florida 33602
Attn: Holly Collins-Garcia
Email: Holly@wiredevco.com

With a copy to:
Johnson, Pope, Bokor, Ruppel & Burns, LLP
401 Jackson Street, Suite 3100
Tampa, Florida 33603
Attention: Joseph P. Covelli, Esq.
Email: jcovelli@jpfirm.com

2. Any notice, request, demand, instruction or other communication to be given to either Party hereunder, shall be in writing and shall be hand-delivered, sent by Federal Express or a comparable overnight mail or delivery service, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, by electronic mail (email), or transmitted by facsimile or telecopier to the Parties and their listed co-recipients, at their respective addresses and/or facsimile numbers set forth herein. Any notice delivered as aforesaid shall be deemed delivered immediately upon mailing, delivery to an appropriate carrier, or receipt or refusal of delivery of said notice, whichever is earliest. The inability to deliver because of change in address of which no notice is given shall be deemed to be a receipt of the notice, demand and request. The Party claiming delivery of notice via telecopier or facsimile shall have the burden of proving notice was in fact sent, which burden can be carried without further evidence if confirmed by the transmitting telecopier or facsimile machine. Any communication sent by electronic mail, facsimile or telecopier shall promptly be followed by a copy delivered by one of the other approved methods. Receipt shall be deemed to have occurred if delivered to an authorized agent or any employee of the addressee or of the addressee's company. A time period in which a response to any notice, demand or request must be given pursuant to the terms of the Agreement, shall commence to run from the date of receipt. Any Party may change the address for receiving notices, request, demands, or other communication by not less than three (3) days prior notice in

accordance with this Section. Telephone numbers are provided for convenience only. Notice from a Party's attorney shall constitute legal notice hereunder.

3. City and Developer may from time to time notify the other of changes regarding where and to whom notices should be sent by sending notification of such changes pursuant to this Section.

Section 18. Miscellaneous Provisions.

1. **Entire Agreement**. This Agreement constitutes the complete and entire understanding and agreement between City and Developer concerning or with respect to the topics addressed in this Agreement. City agrees and acknowledges that the City and OCPS previously recorded that certain Declaration of Conditions of Approval (Ocoee Crown Point PUD), recorded September 30, 2003, in Official Records Book 7127, Page 4804, as amended by that certain First Amendment to Declaration of Conditions of Approval, recorded September 27, 2005, in Official Records Book 8215, Page 4805, that certain Second Amendment to Declaration of Conditions of Approval recorded September 27, 2005, in Official Records Book 4825, that certain Third Amendment to Declaration of Conditions of Approval recorded August 14, 2014, in Official Records Book 10790, Page 4987 and that certain Fourth Amendment to Declaration of Conditions of Approval recorded September 5, 2019 as Document No. 20190543880 in the Public Records of Orange County, Florida (collectively, the "**Conditions of Approval**"). City hereby agrees only the following Prior Conditions of Approval shall remain binding on the Property: Conditions of Approval 2, 5, 13, 25, 26, 27, 28, 30, 32, 33, 36, 40, 42, 44, 50, 51, 53, 55, 59, 64, 65, 66, 67, 84-91, 93, 98, 103, 106 and 107.

2. **Relationship of the Parties**. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the City and Developer. Developer cannot create an obligation or responsibility on behalf of City or bind City in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties hereto is acting as a fiduciary for or as an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.

3. **Agency**. Developer and City, and their agents, contractors and subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of one another.

4. **Sovereign Immunity**. Nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity for tort claims under and subject to § 768.28, *Florida Statutes*.

5. **Captions, Section and Paragraph Headings**. Captions, section and paragraph headings contained in this Agreement are for convenience of reference only and are in no way intended, and shall in no way be deemed, to define, describe, extend or limit the scope, content or intent of this Agreement or of any particular term, provision, section or paragraph hereof.

6. **Modification, Amendment or Termination**. This Agreement may not be changed, modified, amended or terminated except as expressly set forth in a separate writing signed by both of the Parties to this Agreement or their respective successors in interest or title.

7. **Recording in Public Records.** Developer shall ensure that this Agreement is recorded among the public records of Orange County, Florida promptly after the execution of the Agreement by all Parties.

8. **Indemnification.** Developer hereby indemnifies and holds City and its elected and appointed officials, employees and agents harmless from and against any and all claims (at law or in equity), disputes, lawsuits, injuries, damages, attorneys' fees and all adverse matters in any way arising out of or relating to the risks assumed by Developer under this Agreement.

9. **Default**. Failure by a Party to perform any of its obligations hereunder shall constitute default hereunder, entitling the non-defaulting Party to terminate this Agreement or to pursue the remedies of specific performance, injunctive relief or damages as set forth in this Agreement. Prior to termination of this Agreement, the non-defaulting Party exercising such right shall first provide the defaulting Party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting Party shall be provided thirty (30) day opportunity within which to cure such default.

10. **Bankruptcy**. In the event (a) an order or decree is entered appointing a receiver for Developer or its assets or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then City shall have the right to terminate immediately this Agreement.

11. **No Liability or Monetary Remedy**. Notwithstanding anything herein to the contrary, Developer and City, on behalf of themselves, and their respective successors and assigns, hereby agree that neither Party shall be liable to the other for any direct, indirect, special, punitive or consequential damages, including but not limited to, damages based on loss of service, revenues, profits or business opportunities, and hereby waive any and all claims and causes of action for the recovery of such direct, indirect, special, punitive or consequential damages.

12. **Governing Law; Binding Effect**. This Agreement and the construction, interpretation and enforcement thereof shall be construed in accordance with and governed by the laws of the State of Florida and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors in interest or title.

13. **Venue**. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

14. **Construction of Agreement**. The fact that any one of the Parties to this Agreement shall have drafted or structured or shall be deemed to have drafted or structured this Agreement or any particular term or provision of this Agreement shall not be considered by any court or other tribunal in the construction or interpretation of this Agreement or any particular term or provision of this Agreement, either in favor or to the disadvantage of such Party.

15. **Severability**. If any of the terms, provisions, covenants or conditions set forth in this Agreement or the application thereof to any particular circumstance shall be held by any Court having jurisdiction to be illegal, invalid or unenforceable under applicable law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent otherwise permitted by law.

16. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and are collectively but one instrument.

17. **Time of the Essence**. Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder. When a date upon which a specified event shall occur or be performed falls upon a weekend or legal holiday, the time allowed for the event or performance to occur shall be extended to 5:00 p.m. on the next succeeding business day. For purposes of this Agreement, a "business day" shall mean any weekday that the banks in the county in which the Property is located are open for business (thereby excluding Saturdays, Sundays and legal holidays).

18. **Statutory Development Agreement**. This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority.

SIGNATURES TO FOLLOW

DEVELOPER:

Witnesses:

Wire Development, LLC, a Florida limited liability company

_____
Printed Name:_____

By: _____
Name:_____
Title:_____

_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Wire Development, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Print Name:_____
Notary Public
My Commission Expires:_____
Commission Number:_____

CITY:

CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

Approved as to Form:

_____
Scott Cookson, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of the City of Ocoee, Florida, a municipal corporation of the State of Florida, on behalf of the City of Ocoee, Florida. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Print Name:_____
Notary Public
My Commission Expires:_____
Commission Number:_____

Exhibit "A"
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

PARCEL 1

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 1, Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida, said point also lying on the North right of way line of West Orange Trail, per Official Records Book 5043, Page 2627, Public Records of Orange County, Florida; thence departing said North right of way line, and along the East and North lines of aforesaid Lot 1, the following eight (8) courses and distances: North 15°51'59" West, a distance of 46.09 feet to a point of curvature of a curve concave Easterly, having a radius of 230.00 feet and a central angle of 41°07'10"; thence Northerly along the arc of said curve a distance of 165.06 feet; thence North 25°15'11" East, a distance of 28.46 feet; thence North 64°44'49" West, a distance of 175.18 feet to a point of curvature of a curve concave Northeasterly, having a radius of 855.00 feet and a central angle of 15°15'38"; thence Northwesterly along the arc of said curve a distance of 227.73 feet; thence North 49°29'11" West, a distance of 487.82 feet to a point of curvature of a curve concave Northeasterly, having a radius of 280.00 feet and a central angle of 23°04'36"; thence Northwesterly along the arc of said curve a distance of 112.77 feet; thence North 26°24'35" West, a distance of 26.74 feet to the South right of way line of Ocoee Crown Point Parkway, per Plat Book 63, pages 24 through 26, of the Public Records of Orange County, Florida; thence departing aforesaid East and North lines of Lot 1, and along said South right of way line the following five (5) courses and distances: North 63°05'17" East, a distance of 60.00 feet to a point on a non-tangent curve concave Easterly, having a radius of 10.00 feet, a central angle of 68°17'57" and a chord bearing of North 07°14'15" East; thence from a tangent bearing of North 26°54'43" West, Northerly 11.92 feet along the arc of said curve to a point of reverse curvature of a curve concave Northwesterly, having a radius of 100.00 feet and a central angle of 28°29'41"; thence Northeasterly along the arc of said curve a distance of 49.73 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 10.00 feet and a central angle of 49°04'01"; thence Northeasterly along the arc of said curve a distance of 8.56 feet to a point of reverse curvature of a curve concave Northwesterly, having a radius of 1,730.00 feet and a central angle of 05°41'30"; thence Northeasterly along the arc of said curve a distance of 171.86 feet to the South line of Wetland 1 (Staten Branch), according to the Official Records Book 10450, Page 96, of the Public Records of Orange County, Florida; thence departing said South right of way line and along said South line of Wetland 1 (Staten Branch) the following twenty-two (22) courses and distances: South 61°38'55" East, a distance of 76.25 feet; thence South 81°34'00" East, a distance of 66.61 feet; thence South 44°57'55" East, a distance of 119.80

feet; thence South 36°27'55" East, a distance of 57.50 feet; thence South 42°47'18" East, a distance of 67.80 feet; thence South 49°12'45" East, a distance of 72.19 feet; thence South 32°14'46" East, a distance of 50.38 feet; thence South 31°26'04" East, a distance of 69.99 feet; thence South 75°16'42" East, a distance of 51.73 feet; thence South 46°41'54" East, a distance of 67.26 feet; thence South 66°23'09" East, a distance of 43.50 feet; thence South 67°46'36" East, a distance of 48.28 feet; thence South 72°24'39" East, a distance of 56.14 feet; thence South 85°26'41" East, a distance of 51.81 feet; thence North 82°19'12" East, a distance of 40.21 feet; thence South 84°45'44" East, a distance of 53.70 feet; thence South 87°14'35" East, a distance of 36.13 feet; thence South 80°04'10" East, a distance of 79.45 feet; thence South 84°11'09" East, a distance of 33.89 feet; thence South 72°44'14" East, a distance of 47.40 feet; thence South 80°08'56" East, a distance of 59.73 feet; thence South 80°08'56" East, a distance of 74.39 feet to the West right of way line of County Road 437 (Ocoee-Apopka Road), per Orlando-Orange County Expressway Authority project number 75320-6460-602/603, also being a point on a non-tangent curve concave Easterly, having a radius of 2,351.97 feet, a central angle of 8°16'48" and a chord bearing of South 8°49'00" West; thence departing said South line of Wetland 1 (Staten Branch) from a tangent bearing South 12°57'24" West, Southerly 339.89 feet along the arc of said curve to the North right of way line of aforementioned West Orange Trail; thence departing said West right of way line, South 73°30'51" West, a distance of 535.21 feet along said North right of way line of West Orange Trail to the aforementioned East line of Lot 1, and the POINT OF BEGINNING.

Containing 12.26 acres, more or less.

AND

PARCEL 2

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at Southeast corner of Lot 1, Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida; thence South 15°50'01" East, a distance of 39.00 feet to the POINT OF BEGINNING, said point being on the South right of way line of West Orange Trail, a 39.00 foot right of way per Official Records Book 5043, page 2627; thence North 73°30'51" East, a distance of 521.07 feet along said South right of way line to a point on the West right of way line of County Road 437 (Ocoee-Apopka Road), per Orlando-Orange County Expressway Authority project number 75320-6460-602/603, and a non-tangent curve concave Easterly, having a radius of 2,351.97 feet, a central angle of 07°45'27" and a chord bearing of South 00°11'57" East; thence from a tangent bearing of South 03°40'47" West, Southerly 318.45 feet along the arc of said curve and said West right of way line; thence departing said West right of way line, North 90°00'00" West, a distance of 452.37 feet; thence North 15°51'31" West, a distance of 177.07 feet to the aforementioned South right of way line of West Orange Trail, and the POINT OF BEGINNING.

Containing 2.69 acres, more or less.

Exhibit "B"

Preliminary Site Plan

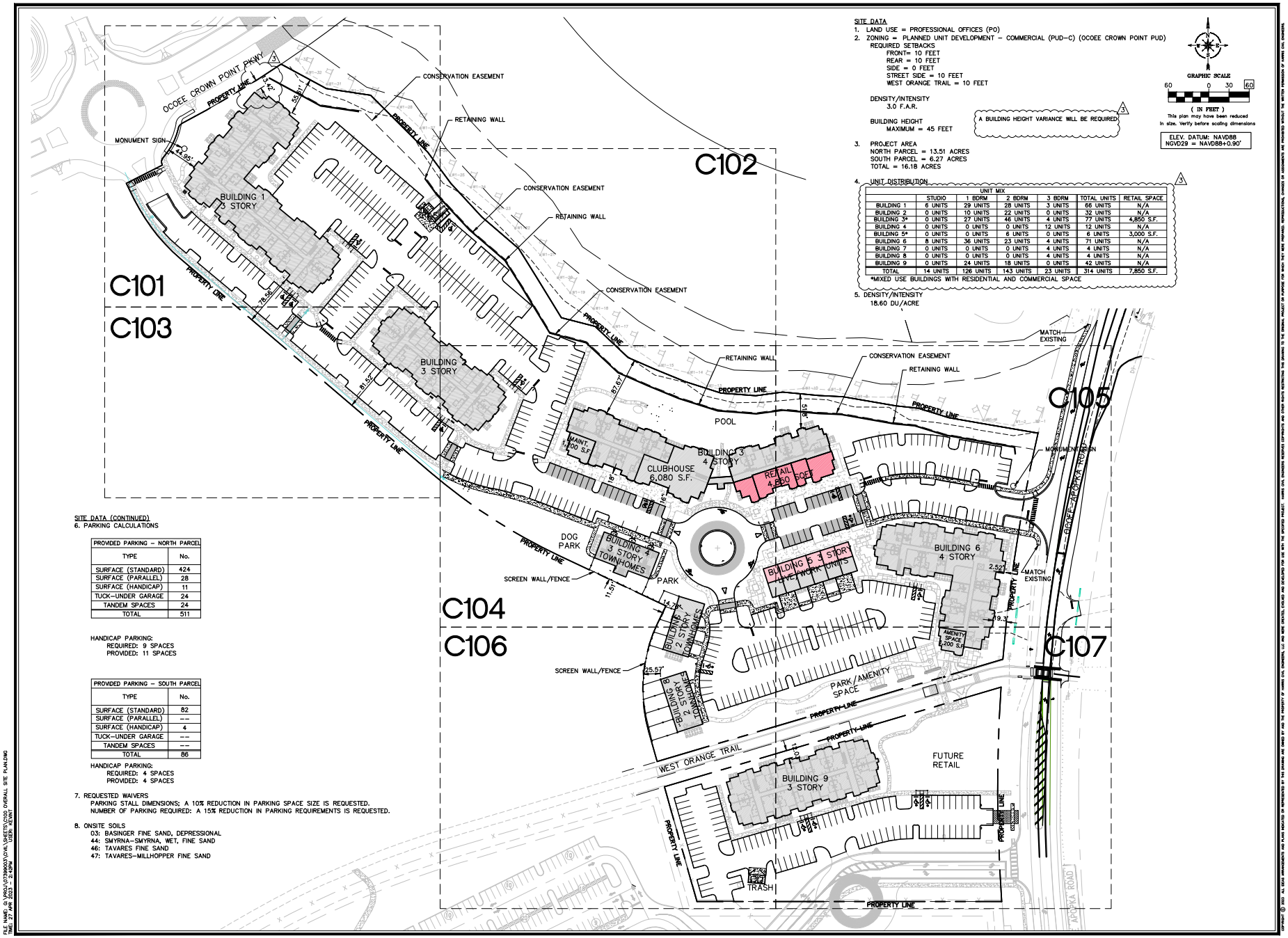


Exhibit "C"
Impact Credit Form

ASSIGNMENT OF RESERVED TRANSPORTATION CREDITS

Date: _____

The undersigned hereby assigns $_____ in transportation credits for use in connection with the development of _____ in _____
(Lot Number & Address) (Name of Development)

By signing below the undersigned acknowledges that it is the owner and holder of the transportation credits and agrees that these assignments will reduce the reserved credit and account balance accordingly. The undersigned understands that (1) this assignment is subject to the terms and conditions of the underlying documents authorizing the assigned credits, and (2) any building permit must be issued in the name of the Assignee or an additional assignment may be required.

Sincerely,

_____ _____
Signature Print Name

Title: _____(Must match name in which credits are reserved)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 20___ by _____, who ☐ is personally known to me or ☐ has produced _____ as identification and who did not take an oath.

_____
Signature of Notary Public (Seal)

Transportation Impact Fee Credits Draw Form

Wire Development - City of Ocoee

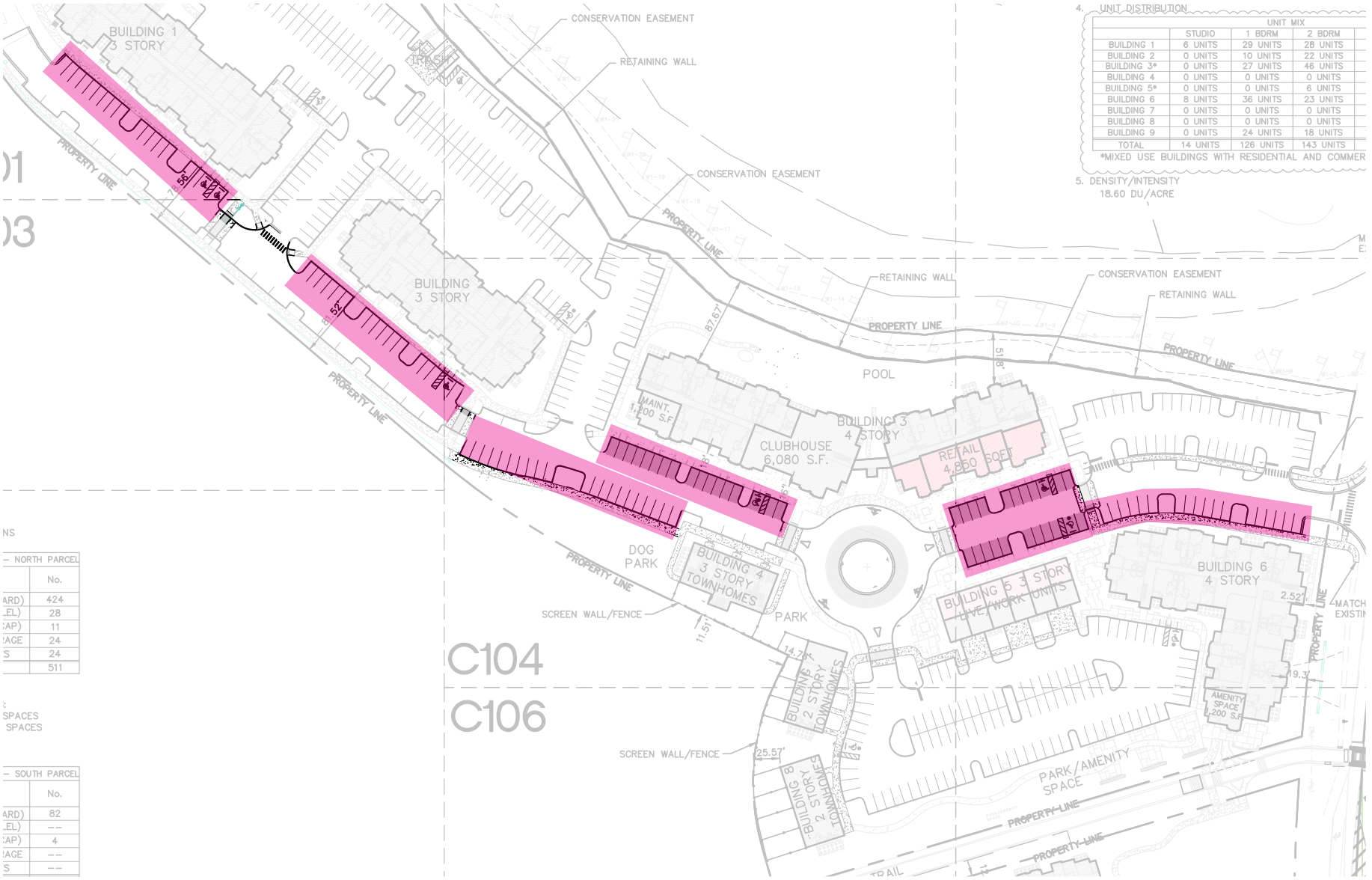
DRAW DATE (MONTH)

TOTAL COST OF WORK COMPLETED				
DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED TO DATE
		FROM PREVIOUS APPLICATIONS	THIS PERIOD	
Village Center Drive	$ -	$ -	$ -	$ -
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**

BREAKDOWN OF COST CREDITS + CASH								
DESCRIPTION OF WORK	TRANSPORTATION CREDITS				CASH REIMBURSEMENT			
	TOTAL CREDITS AVAILABLE	PREVIOUSLY USED	CREDITS USED THIS PERIOD	BALANCE OF CREDITS	TOTAL CASH REIMBURSEMENT	PREVIOUSLY REIMBURSED	CASH USED THIS PERIOD	BALANCE TO FINISH
Village Center Drive	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Exhibit "D"

Location of Restricted Parking Spaces



– NORTH PARCEL

	No.
ARD)	424
EL)	28
AP)	11
AGE	24
S	24
	511

SPACES
SPACES

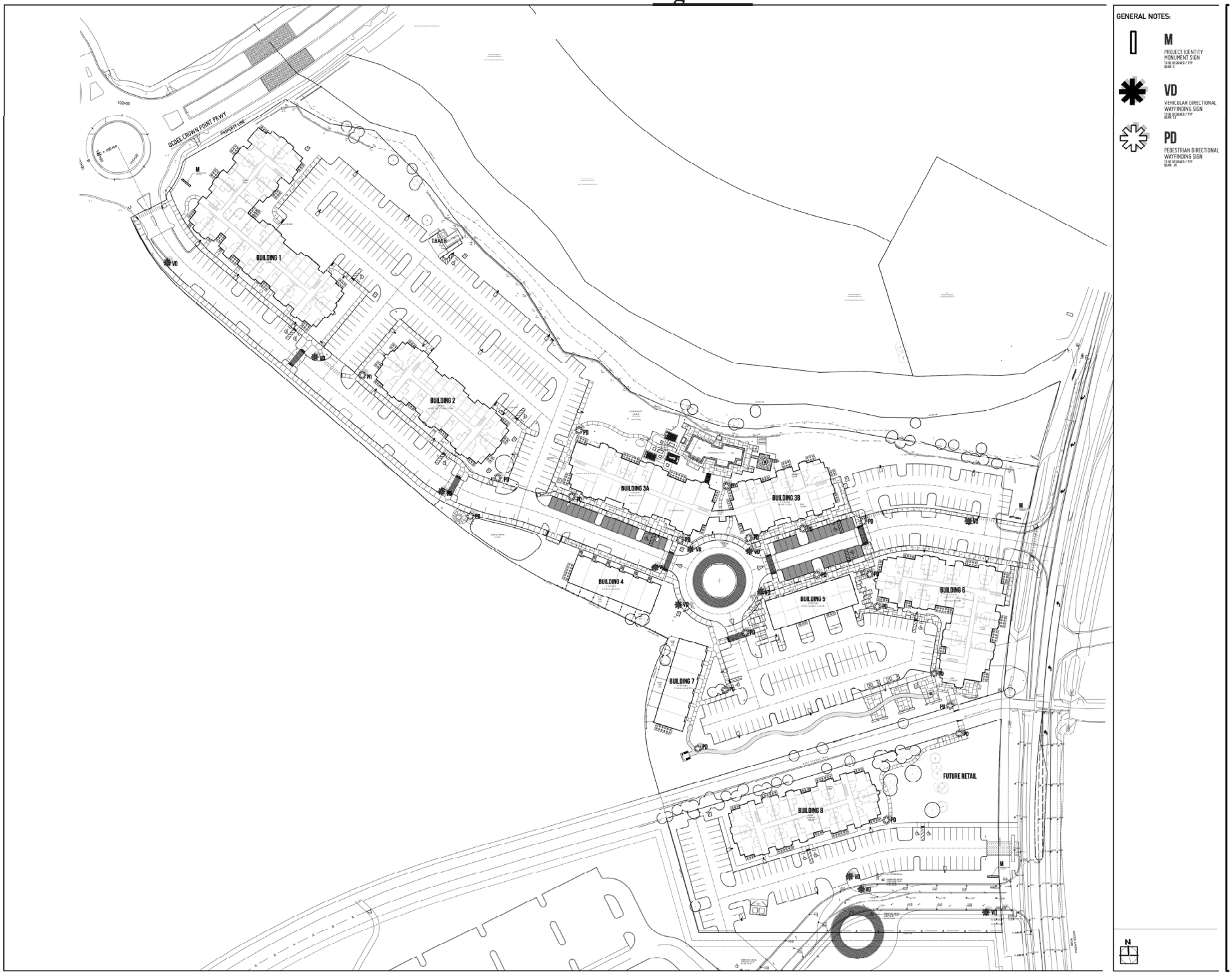
– SOUTH PARCEL

	No.
ARD)	82
EL)	--
AP)	4
AGE	--
S	--

Exhibit "E"

Stormwater Management Tie In Locations

Exhibit "F"
Sign Plan



THIS DOCUMENT PREPARED BY AND RETURN TO:

Scott A. Cookson, Esq.
Shuffield, Loman & Wilson, P.A.
1000 Legion Place. Suite 1700
Orlando, FL 32801

ROAD TRANSPORTATION IMPACT FEE CREDIT AGREEMENT FOR WIRE DEVELOPMENT

THIS ROAD TRANSPORTATION IMPACT FEE CREDIT AGREEMENET ("**Agreement**"), made and entered into this ____ day of _____, 2023, by and between **Wire Development LLC**, a Florida limited liability company, whose mailing address is 101 S. 12th Street, Suite 101, Tampa, Florida 33602 (the "**Developer**"), and **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 N. Bluford Avenue, Ocoee, Florida 34761 ("**City**").

RECITALS:

WHEREAS, Developer is the developer of that certain project commonly known as the Ocoee Crown Point Mixed Use Development, located on the certain real property within the City of Ocoee, Florida, described in **Exhibit "A"** attached hereto and incorporated herein (the "**Wire Development Property**"); and

WHEREAS, effective _____, the City adopted Ordinance _____ (the "**Road Impact Fee Ordinance**"), which establishes an impact fee assessment upon all road impact construction occurring within the City (the "**Road Impact Fees**"); and

WHEREAS, the Road Impact Fee Ordinance contains provisions allowing for the award of impact fee credits for construction of any off-site improvements to designated City roads made in connection with road impact construction; and

WHEREAS, the Developer desires to utilize the impact fee credits received to apply toward impact fees that are due in connection with construction of improvements within the Wire Development Property; and

WHEREAS, the City wishes to make, and Developer is willing to construct a new road as further described herein; and

WHEREAS, the Developer shall design, engineer, permit, and construct the new road, including but not limited to, sidewalks, streetlights, landscaping, and offsite intersection improvements to the intersection of the new road and Ocoee Apopka Road as more particularly depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (collectively, the "**New Road Improvements**"); and

WHEREAS, the Developer shall be entitled to and shall receive road and transportation impact fee credits on a dollar-for-dollar basis for the cost of designing, engineering, permitting and constructing the New Road Improvements (the "**Impact Fee Credits**"); and

WHEREAS, the City finds that the Project (as hereinafter defined) is consistent with the Ocoee Comprehensive Plan, acknowledges that the portion of the Project qualifying for the Impact Fee Credits is an integral part of and a necessary accommodation based upon the increased roadway width, sidewalks, streetlights, landscaping and intersection improvements to the intersection of the new road and Ocoee Apopka Road, and that the proposed construction schedule is consistent with the City's transportation work schedule; and

WHEREAS, the parties desire to enter into an agreement to set forth their duties and obligations for the design, engineering, permitting and construction of the New Road Improvements and for the Impact Fee Credits to which the Developer will be entitled; and

WHEREAS, on or about even date herewith, the City and Developer have entered into that certain Development Agreement (the "Development Agreement") relating to the Project, which Development Agreement, including Sections 4 and 5 thereof address certain matters relating to the construction of the New Road Improvements (as hereinafter defined) and the right of the Developer to receive Transportation Impact Fee Credits in connection therewith in addition to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, receipt and sufficiency of which is acknowledged by both parties and the mutual terms, covenants, and conditions to be complied with on the part of the parties hereto, the parties do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by the Parties into this Agreement as if fully set forth herein, *in haec verba.*

2. **The Project.** Developer desires to construct a mixed-use development, including up to three hundred fifteen (315) multi-family dwelling and up to twenty thousand (20,000) square feet of commercial (the "**Project**"). The City acknowledges and agrees that based on the Project, there is a need to construct the New Road Improvements per the Preliminary Site Plan (the "**PSP**") attached hereto as **Exhibit "C"** and incorporated herein by this reference.

3. **Developer Commitments and Responsibilities**.

a. Design, Engineering, Permitting and Construction. The design and engineering for the New Road Improvements as set forth on "**Exhibit B"** have been prepared by the Developer and approval by the City (collectively, the "**Design Plans**"). The Design Plans meet or exceed the applicable engineering design standard as contained in the Ocoee Engineering Standards, Ocoee PUD Standards, FDOT Road Design Standards or FDOT

Traffic Engineering Manual and to Orange's County's engineering standards as to the intersection improvements at Ocoee Apopka Road.

b. Construction of the New Road Improvements.

i. The New Road Improvements shall be constructed by Developer in accordance with the Design Plans, including periodic inspections and final inspection by City prior to acceptance and by Orange County for the portion of the New Road Improvements to the intersection of the new road and Ocoee Apopka Road.

ii. Upon issuance and receipt of all permits and approvals necessary for Developer to construct the Project, including but not limited to building permits, Developer shall promptly commence construction of the New Road Improvements. Developer shall complete construction of the New Road Improvements, excluding the final lift of asphalt, and convey the New Road to the City via Special Warranty Deed prior to the issuance of any certificates of occupancy or temporary certificate of occupancy on any buildings on the north parcel as shown on the approved Preliminary Site Plan.

4. **City Commitments and Responsibilities.**

a. Review and Inspection. City will provide a timely review, inspection and provide inspection comments toward necessary work to achieve completion of the New Road Improvements in accordance with the Design Plans. Developer will provide a timely response to City's inspection comments and review.

b. Impact Fee Payment. The City agrees and acknowledges that Developer shall not be obligated to pay Developer's required road and transportation impact fees at the time of permitting and that fees will be deferred until such time as the City is prepared to issue a certificate of occupancy relating to each residential apartment or mixed-use building constructed on the Property.

c. Reimbursement. City acknowledges that Developer shall be entitled to receive reimbursement for design, engineering, permitting and construction of the New Road Improvements via Impact Fee Credits and direct cash reimbursements for any costs in excess of the Impact Fee Credits. The total amount of estimated reimbursement is One Million Four Hundred Thousand and No/100s Dollars ($1,400,00.00) based upon the approved PSP; provided, however, that the final reimbursement amount payable to Developer shall be determined based on all fees, costs and expenses incurred by Developer relating to the final design and engineering of the New Road Improvements as approved by the Parties and all actual costs and expenses incurred by Developer in connection with construction of the New Road based on the final design and engineering as approved by the Parties.

5. **Impact Fee Credits.**

a. Impact Fee Credit Amount. City agrees that Developer shall be entitled to receive Impact Fee Credits at the time of issuance of each building permit for a total amount of Eight Hundred Twenty-five Thousand and no/100s Dollars ($825,000.00) for the New Road improvements based upon the actual cost of surveying, engineering, design, permitting and construction of the New Road Improvements.

b. Records and Impact Fee Credits. Upon commencement of construction of the New Road Improvements by Developer, Developer shall submit to the Development Services Department, on a monthly basis, in arrears, a completed Impact Fee Credit form (the "Impact Fee Credit Form") as shown on **Exhibit "D"** attached hereto and incorporated herein by this reference, including such supporting documentation as the City may reasonably request to evidence Developer's payment of all fees and costs relating to the design, engineering, permitting and construction of the New Road. Upon receipt and approval of such documents, City shall assign the Transportation Impact Fee Credits to Developer which Developer shall be permitted to use to satisfy the road and transportation impact fees associated with Developer's Project. For any reimbursement amounts that are in excess of the Transportation Impact Fee Credit, City will reimburse the Developer within sixty (60) days of submittal of the Impact Fee Credit Form. Developer shall keep or provide for retention of adequate records and supporting documentation which concern or reflect total project costs of the New Road Improvements. This information will be available to City, or its duly authorized agent or representative, for audit, inspection or copying, at City's sole cost and expense, for a minimum of five (5) years from the completion the New Road Improvements and final reimbursement to the Developer.

c. Financial Accounting. Developer shall maintain adequate accounting records pertaining to this Agreement to permit the City to account for all costs and expenses associated with construction of the New Road Improvements. Developer shall establish a separate account in the accounting records of Developer to account for the costs associated with the New Road Improvements. The financial records shall enable a ready identification of all New Road Improvements costs. City shall have the right to audit or verify the amount and accuracy of costs and documentation for the New Road Improvements throughout the term of this Agreement and for five (5) years following the expiration of the term of this Agreement.

d. Annual Review and Audit. City shall conduct, at the City's sole cost and expense, an annual review and audit of performance under this Agreement to determine whether or not there has been demonstrated good faith compliance with the terms of this Agreement and to report the Impact Fee Credits applied toward payment of Road Impact Fees and the balance of available and unused Impact Fee Credits. If the City Commission finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement in all material respects, this Agreement may be unilaterally terminated by the City in its sole and absolute discretion.

6. **Term.** This Agreement shall continue in full force and effect until the latter to occur of (i) completion of the New Road Improvements and conveyance to the City of same, or (ii) the Impact Fee Credits are fully utilized. The term of this Agreement may be extended by mutual agreement of the parties.

7. **Notices.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below or communicated through electronic mail (E-Mail) with a Read Receipt. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice:

City:
City of Ocoee
Attention: City Manager
1 N. Bluford Avenue
Ocoee, Florida 34761

With a copy to:
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attn: Scott A. Cookson, Esq.
Email: scookson@shuffieldlowman.com

Developer:
Wire Development
101 South 12th Street, Suite 101
Tampa, Florida 33602
Attn: Holly Collins-Garcia
Email: Holly@wiredevco.com

With a copy to:
Johnson, Pope, Bokor, Ruppel & Burns, LLP
401 Jackson Street, Suite 3100
Tampa, Florida 33603
Attention: Joseph P. Covelli, Esq.
Email: jcovelli@jpfirm.com

Such addresses may be changed by notice pursuant to this paragraph but notice of change of addresses is effective only upon receipt.

8. **Independent Contractor; Federal and State Tax.** Developer is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of City; and no provisions of City's personnel policies shall apply to this Agreement. None of the benefits provided by City to its employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance, are available from City to Developer, or its employees, agents or servants. Developer assumes responsibility for payment of all federal, state and local taxes imposed or required of Developer including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Developer as employer is responsible. Developer shall be solely responsible for any worker's compensation insurance required by law and shall provide the City with proof of insurance upon demand. The parties agree that City shall not: (a) pay dues, licenses or membership fees for Developer; (b) require attendance by Developer, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Developer from working for any other party.

9. **Indemnification, Insurance, Sovereign Immunity.**

a. Through the date of the approval by the City of the Design Plans and Permitting and the acceptance of the construction of the New Road Improvements, as evidenced by the delivery of a Special Warranty Deed by Developer to City for the New Road, Developer shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Developer shall indemnify and save harmless the City, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Developer, its agents, or employees during performance under this Agreement. Developer shall provide City with a certificate of coverage identifying City as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by City of the benefits of Section 768.28, Florida Statutes. Upon delivery of the Special Warranty Deed from Developer to City, Developer's obligation to indemnify and hold the City harmless, and its obligation to provide insurance, under this Agreement ceases.

b. City shall be solely and entirely responsible for its own tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. City shall indemnify and save harmless the Developer, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees, that may be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of the City, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by City of the benefits of Section 768.28, Florida Statutes.

10. **Force Majeure.** No Party shall not be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (i) other similar events beyond the reasonable control of the Party impacted by the Force Majeure event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

11. **Public Records and Ownership of Documents.**

a. All documents generated by Developer solely with respect to the design, engineering, permitting and construction of the New Road Improvements for City become the property of City; provided, however, that Developer shall be entitled to retain and use all such documents in connection with Developer's business, including but not limited to preparation of all local, state and federal income tax returns and Developer's other record retention policies. City may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of performance under this Agreement. Developer agrees to comply with public records and open meeting requirements, as applicable, and as may be required by Florida Public Records Law and Florida Sunshine Law; provided, however, that Developer shall not be required to disclose any other documents or records with respect to the Project that are not deemed public records, except to the extent such documents and records relate solely to the design, engineering, permitting and construction of the New Road Improvements.

b. Developer is required to: (i) keep and maintain public records required by Florida Law as provided in Chapter 119, Florida Statutes ; (ii) upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a reasonable location or as otherwise provided by law, at City's sole cost and expense; and (iii) upon termination of this Agreement, transfer, at no cost, to City all public records in possession of Developer.

c. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

d. **IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City of Ocoee
Attention: City Clerk
1 N. Bluford Avenue
Ocoee, Florida 34761

12. **Recordability of Agreement**. This Agreement, and any supplement to or other amendment of this Agreement, shall be recorded in the Public Records of Ocoee, Florida, at the expense of the Developer.

13. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understanding and agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

14. **Assignment and Subcontracting.** This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party, without prior written approval of City. No such approval by City of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of City. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that City shall deem necessary.

15. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least thirty (30) days' advance written notice of intention to do so, during which time the other party shall have the opportunity to commence to remedy the default and to thereafter diligently and in a commercially reasonably matter remedy the default. The notice shall specify the default with particularity.

16. **Dispute Resolution**. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary, within thirty (30) days by professionally assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

17. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

18. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

19. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

20. **Time is of the Essence.** Time shall be of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

21. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

22. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

23. **Counterparts.** This Agreement may be executed in a number of identical counterparts and an electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall,

collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

24. **Law of the Agreement.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties further agree that venue shall lie solely and exclusively in the state courts of competent jurisdiction located in and for Orange County, Florida. Litigation in federal court is precluded by agreement of the parties hereto. The Parties further agree that entry into this Agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or City courts in and for Orange County, Florida. The Parties expressly and irrevocably waive any right(s) to the removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Orange County, Florida and the laws of the State of Florida.

25. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party.

26. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this Agreement or to limit any provisions hereunder. Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

27. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

DEVELOPER:

Witnesses:

Wire Development, LLC, a Florida limited liability company

_____
Printed Name:_____

By: _____
Name:_____
Title:_____

_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Wire Development, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Print Name:_____
Notary Public
My Commission Expires:_____
Commission Number:_____

CITY:

CITY OF OCOEE

By: _____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

Approved as to Form and Legality:

Shuffield, Lowman & Wilson, P.A.

_____
Scott Cookson, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of the City of Ocoee, Florida, a municipal corporation of the State of Florida, on behalf of the City of Ocoee, Florida. He/she appeared by *(check one)* ☐ physical appearance or ☐ online notarization, and *(check one)* ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Print Name:_____
Notary Public
My Commission Expires:_____
Commission Number:_____

Exhibit "A"
Legal Description

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

PARCEL 1

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Lot 1, Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida, said point also lying on the North right of way line of West Orange Trail, per Official Records Book 5043, Page 2627, Public Records of Orange County, Florida; thence departing said North right of way line, and along the East and North lines of aforesaid Lot 1, the following eight (8) courses and distances: North 15°51'59" West, a distance of 46.09 feet to a point of curvature of a curve concave Easterly, having a radius of 230.00 feet and a central angle of 41°07'10"; thence Northerly along the arc of said curve a distance of 165.06 feet; thence North 25°15'11" East, a distance of 28.46 feet; thence North 64°44'49" West, a distance of 175.18 feet to a point of curvature of a curve concave Northeasterly, having a radius of 855.00 feet and a central angle of 15°15'38"; thence Northwesterly along the arc of said curve a distance of 227.73 feet; thence North 49°29'11" West, a distance of 487.82 feet to a point of curvature of a curve concave Northeasterly, having a radius of 280.00 feet and a central angle of 23°04'36"; thence Northwesterly along the arc of said curve a distance of 112.77 feet; thence North 26°24'35" West, a distance of 26.74 feet to the South right of way line of Ocoee Crown Point Parkway, per Plat Book 63, pages 24 through 26, of the Public Records of Orange County, Florida; thence departing aforesaid East and North lines of Lot 1, and along said South right of way line the following five (5) courses and distances: North 63°05'17" East, a distance of 60.00 feet to a point on a non-tangent curve concave Easterly, having a radius of 10.00 feet, a central angle of 68°17'57" and a chord bearing of North 07°14'15" East; thence from a tangent bearing of North 26°54'43" West, Northerly 11.92 feet along the arc of said curve to a point of reverse curvature of a curve concave Northwesterly, having a radius of 100.00 feet and a central angle of 28°29'41"; thence Northeasterly along the arc of said curve a distance of 49.73 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 10.00 feet and a central angle of 49°04'01"; thence Northeasterly along the arc of said curve a distance of 8.56 feet to a point of reverse curvature of a curve concave Northwesterly, having a radius of 1,730.00 feet and a central angle of 05°41'30"; thence Northeasterly along the arc of said curve a distance of 171.86 feet to the South line of Wetland 1 (Staten Branch), according to the Official Records Book 10450, Page 96, of the Public Records of Orange County, Florida; thence departing said South right of way line and along said South line of Wetland 1 (Staten Branch) the following twenty-two (22) courses and distances: South 61°38'55" East, a distance of 76.25 feet; thence South 81°34'00" East, a distance of 66.61 feet; thence South 44°57'55" East, a distance of 119.80

feet; thence South 36°27'55" East, a distance of 57.50 feet; thence South 42°47'18" East, a distance of 67.80 feet; thence South 49°12'45" East, a distance of 72.19 feet; thence South 32°14'46" East, a distance of 50.38 feet; thence South 31°26'04" East, a distance of 69.99 feet; thence South 75°16'42" East, a distance of 51.73 feet; thence South 46°41'54" East, a distance of 67.26 feet; thence South 66°23'09" East, a distance of 43.50 feet; thence South 67°46'36" East, a distance of 48.28 feet; thence South 72°24'39" East, a distance of 56.14 feet; thence South 85°26'41" East, a distance of 51.81 feet; thence North 82°19'12" East, a distance of 40.21 feet; thence South 84°45'44" East, a distance of 53.70 feet; thence South 87°14'35" East, a distance of 36.13 feet; thence South 80°04'10" East, a distance of 79.45 feet; thence South 84°11'09" East, a distance of 33.89 feet; thence South 72°44'14" East, a distance of 47.40 feet; thence South 80°08'56" East, a distance of 59.73 feet; thence South 80°08'56" East, a distance of 74.39 feet to the West right of way line of County Road 437 (Ocoee-Apopka Road), per Orlando-Orange County Expressway Authority project number 75320-6460-602/603, also being a point on a non-tangent curve concave Easterly, having a radius of 2,351.97 feet, a central angle of 8°16'48" and a chord bearing of South 8°49'00" West; thence departing said South line of Wetland 1 (Staten Branch) from a tangent bearing South 12°57'24" West, Southerly 339.89 feet along the arc of said curve to the North right of way line of aforementioned West Orange Trail; thence departing said West right of way line, South 73°30'51" West, a distance of 535.21 feet along said North right of way line of West Orange Trail to the aforementioned East line of Lot 1, and the POINT OF BEGINNING.

Containing 12.26 acres, more or less.

AND

PARCEL 2

A portion of Section 6, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at Southeast corner of Lot 1, Ocoee Crown Point PUD Phase 1, according to the plat thereof, as recorded in Plat Book 63, Pages 24 through 26, of the Public Records of Orange County, Florida; thence South 15°50'01" East, a distance of 39.00 feet to the POINT OF BEGINNING, said point being on the South right of way line of West Orange Trail, a 39.00 foot right of way per Official Records Book 5043, page 2627; thence North 73°30'51" East, a distance of 521.07 feet along said South right of way line to a point on the West right of way line of County Road 437 (Ocoee-Apopka Road), per Orlando-Orange County Expressway Authority project number 75320-6460-602/603, and a non-tangent curve concave Easterly, having a radius of 2,351.97 feet, a central angle of 07°45'27" and a chord bearing of South 00°11'57" East; thence from a tangent bearing of South 03°40'47" West, Southerly 318.45 feet along the arc of said curve and said West right of way line; thence departing said West right of way line, North 90°00'00" West, a distance of 452.37 feet; thence North 15°51'31" West, a distance of 177.07 feet to the aforementioned South right of way line of West Orange Trail, and the POINT OF BEGINNING.

Containing 2.69 acres, more or less.

Exhibit "B"

New Road Improvements

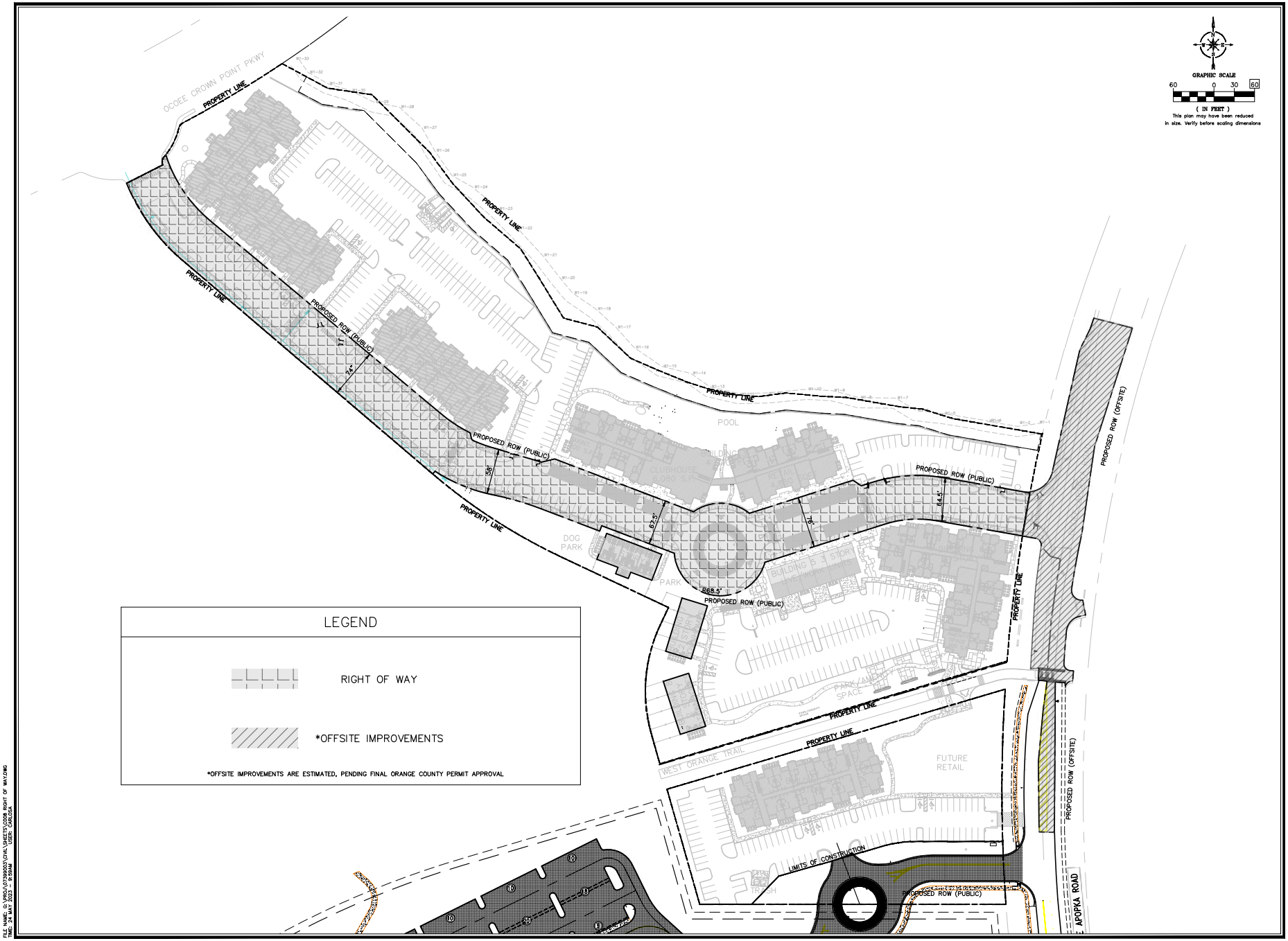


Exhibit "C"

Preliminary Site Plan

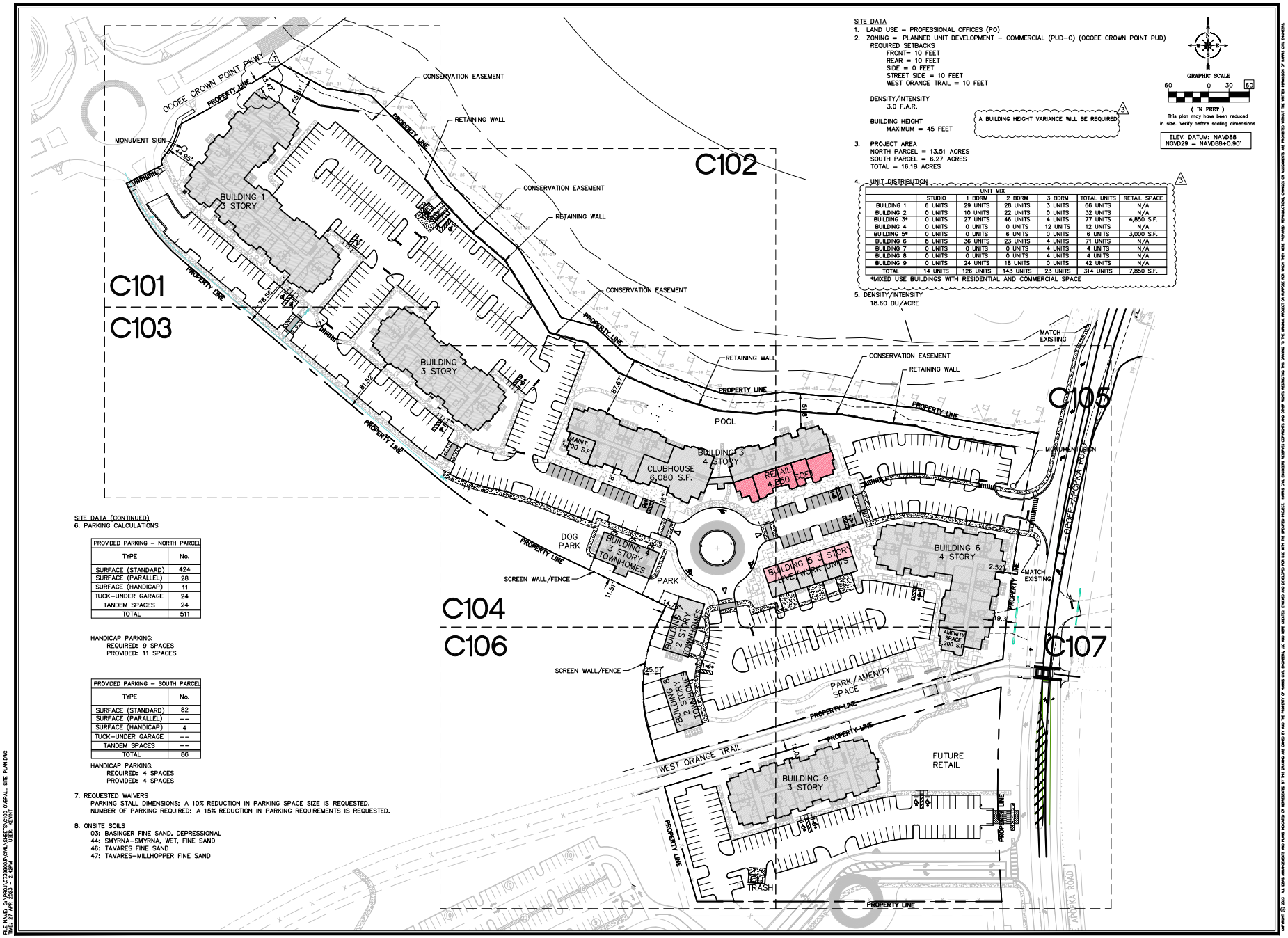


Exhibit "D"
Impact Credit Form

ASSIGNMENT OF RESERVED TRANSPORTATION CREDITS

Date: _____

The undersigned hereby assigns $_____ in transportation credits for use in connection with the development of _____ in _____
(Lot Number & Address) (Name of Development)

By signing below the undersigned acknowledges that it is the owner and holder of the transportation credits and agrees that these assignments will reduce the reserved credit and account balance accordingly. The undersigned understands that (1) this assignment is subject to the terms and conditions of the underlying documents authorizing the assigned credits, and (2) any building permit must be issued in the name of the Assignee or an additional assignment may be required.

Sincerely,

_____ _____
Signature Print Name

Title: _____(Must match name in which credits are reserved)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 20___ by _____, who ☐ is personally known to me or ☐ has produced _____ as identification and who did not take an oath.

_____
Signature of Notary Public (Seal)

Transportation Impact Fee Credits Draw Form

Wire Development - City of Ocoee

DRAW DATE (MONTH)

TOTAL COST OF WORK COMPLETED				
DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED TO DATE
		FROM PREVIOUS APPLICATIONS	THIS PERIOD	
Village Center Drive	$ -	$ -	$ -	$ -
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**

BREAKDOWN OF COST CREDITS + CASH								
DESCRIPTION OF WORK	TRANSPORTATION CREDITS				CASH REIMBURSEMENT			
	TOTAL CREDITS AVAILABLE	PREVIOUSLY USED	CREDITS USED THIS PERIOD	BALANCE OF CREDITS	TOTAL CASH REIMBURSEMENT	PREVIOUSLY REIMBURSED	CASH USED THIS PERIOD	BALANCE TO FINISH
Village Center Drive	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 3

Contact Name: Jack Davidson
Contact Number: Ext. 3319

Department Director: Saima Plasencia
City Manager: Robert Frank

Subject: Approval to Renew the School Resource Officer Agreement with Renaissance Charter School. (Police Chief Plasencia)

Background Summary:
Florida Statutes, Section 1006.12, entitled “Safe-School officers at each public school”, requires each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district. The School Board has suggested Charter Schools, which are designated as Florida public schools in Florida Statutes, Section 1002.33, should contract for and obtain school resource officers individually with law enforcement agencies. Renaissance Charter School, Inc., a Charter School within the City of Ocoee, and the Police Department's current agreement to provide a school resource officer is expiring. Both parties have come to an agreement to continue to provide school resource officer services from July 1, 2023, through June 30, 2025, in which the Police Department will continue to provide one (1) school resource officer for the 10-month school year and the school will reimburse the City at the agreed upon rates in the agreement.

Issue:
Should the Honorable Mayor and City Commissioners approve the renewal agreement for school resource officer services with Renaissance Charter School, Inc.?

Recommendations:
It is recommended that the Honorable Mayor and City Commissioners approve the renewal agreement for school resource officer services with Renaissance Charter School, Inc.

Attachments:
1. Renaissance Charter School SRO Agreement

Financial Impacts:
For the 2023-2024 school year, the Reniassance Charter School agrees to reimburse the City at a rate of $76,491.00 per full-time SRO at the school. For the 2024-2025 School Year, the agreed upon rate will increase by 5% per full-time SRO.

Type of Item: Consent

AGREEMENT

between

Renaissance Charter School, Inc., for Renaissance Charter School at Crown Point, a charter school located in Ocoee, Orange County, Florida

and

City of Ocoee Police Department

for

The School Resource Officer Program

This agreement is entered into this _____ day of _____, 2023 (the "**Agreement**") between Renaissance Charter School, Inc., for the Renaissance Charter School at Crown Point, a charter school established and operating pursuant to Title XLVIII, Florida Statutes, in Ocoee, Orange County, Florida (hereinafter referred to as the "**School**"), and the City of Ocoee, a Florida municipal corporation (hereinafter referred to as the "**Law Enforcement Agency**" or the "**Agency**").

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled "Safe-School officers at each public school", requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the Florida Legislature has amended section 1006.12, Florida Statutes, entitled "Safe-School officers at each public school", to require each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the School Board has suggested that Charter Schools, which are designated as Florida public schools in section 1002.33, Florida Statutes, should contract for and obtain school resource officers individually with the Law Enforcement Agency.

WHEREAS, the School and Agency intend to enter into this Agreement so that the Agency may assist the School with school resource officer personnel.

NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and the School agree as follows:

SECTION 1. DEFINITIONS

A. School Resource Officers ("**SROs**") – Sworn Law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12 (1), Florida Statutes.

B. TDY Officers ("**non-SROs**") - Sworn Law enforcement officers, employed by a law enforcement agency or working in an off-duty capacity, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.

C. School Year (the "**School Year**") – the ten (10) month, regular school year, consisting of 1441 hours worked.

D. Summer School ("**Summer School**") - the period of time at the end of the School Year where certain identified schools are open for students to receive additional instruction.

SECTION 2. SCOPE OF SERVICES

The Law Enforcement Agency shall assign one or more SRO or non-SRO at the School.

A. Any requests for additional SRO services during the term of this Agreement and during regular school hours by School shall be further negotiated through School's administration and the Law Enforcement Agency. Any changes to the staffing levels contained in this Agreement shall be in writing and signed by both parties.

B. Each SRO and non-SRO work year will follow the schedule established by School for 10-month teachers. In the event that SRO services are requested for Summer School, School agrees to compensate Agency as provided in Section 3 herein.

C. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the School administration in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or non-SROs who are absent for more than one day, based upon available resources of the Law Enforcement Agency. Notwithstanding the foregoing, the Agency shall have at least one SRO on campus at all times.

D. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.

E. The parties agree that representatives of the School and Agency management will hold a pre-school year planning meeting and a post school year debriefing meeting to address operational issues and concerns.

F. The SROs or non-SROs shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.

SECTION 3. RATE

The rates described below apply for the term of this Agreement, inclusive of the school year beginning July 1, 2023 through June 30, 2024 and the school year beginning July 1, 2024 through June 20, 2025:

A. For the 2023-2024 School Year, the School agrees to reimburse the Law Enforcement Agency at a rate of $76,491.00 per full-time SRO at the School.

B. For the 2024-2025 School Year, the School agrees to increase the rate in Section 3. A. herein by five percent (5%) to reimburse the Law Enforcement Agency per full-time SRO at the School.

C. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in "Scope of Services". Law enforcement personnel needed for extracurricular activities involving students, staff or the School facilities shall be available through the Agency's "Off Duty Services" program. This Agreement does not guarantee the availability of off-duty officers. Additional services provided by Agency to School shall be reimbursed in accordance with an invoice provided by Agency to School providing a list of hours worked consistent with the Agency's accounting for off-duty details.

D. Compensation for SRO services, as provided in "Scope of Services" for Summer School and School Based Enrichment Camps (the "Enrichment Camps"), shall be on a pro rata basis of the rate for 10-month SROs. In the event that the Agency utilizes non-SROs to provide adequate coverage, School will reimburse the Agency at a rate of $50.00 per hour.

SECTION 4. QUALIFICATIONS OF SROs

Law Enforcement Agencies will train officers to be statutorily qualified as an SRO. The School will pay for the SRO Basic Certification as funding permits.

SECTION 5. OPTIONAL SERVICES

An SRO or non-SRO's main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches should be an approved program or be submitted to the School for approval.

B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.

C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.

D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.

E. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

SECTION 6. COOPERATION BETWEEN PARTIES

A. The Law Enforcement Agency may submit an agency SRO activity log to School by the 15th day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on School-owned property taken by the SRO or other law enforcement officer while school is in session.

B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the School.

C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs will coordinate their activities with a single point of contact identified by the School.

D. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by SBOC shall be subject to student privacy laws.

E. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on: school campus, school transportation or involving current or past students which a reasonable person would believe to be criminal activity or which constitutes a potential threat. Said notification shall be made immediately.

F. Behavior that could be defined as a "petty act of misconduct" which are not threats to school safety, and do not require consultation with law enforcement under Section 1006.13(4)(c), Florida Statutes, shall be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. If the parties agree that the offense should be handled by the school, the offense will be handled by the School. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.

G. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the law enforcement agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.

H. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The parties shall cooperate in informing the student's parents in the event the student is being transported to another location.

I. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. School personnel shall cooperate with those efforts.

J. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.

K. Notice. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be writing and shall be deemed duly served, given, delivered and received when delivered by confirmed overnight delivery service to the party to whom it is directed, or in lieu of such overnight courier delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first class postage prepaid, certified, return receipt requested, addressed to the locations set forth below.

Agency
City of Ocoee
1 North Bluford Avenue
Ocoee, FL 34761

and to:

Scott A. Cookson, City Attorney
Shuffield, Lowman & Wilson
1000 Legion Place
Suite 1700
Orlando, FL 32801

School:
Renaissance Charter School, Inc., for Renaissance Charter School at Crown Point
Brett E. Taylor, Principal
83 West Road
Ocoee, FL 34761

and to:

Levi Williams, Jr. Esq., Board Attorney for Renaissance Charter School, Inc.
Law Offices of Levi Williams, P.A.
Seacoast Bank Building
12 .E. 7th Street
Suite 710
Ft. Lauderdale, FL 33301

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in its paragraph.

SECTION 7. TERM AND TERMINATION

A. This Agreement shall be in effect from July 1, 2023, through June 30, 2025.

B. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.

C. Neither party may assign this Agreement.

D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.

F. All concerns and conflicts regarding SROs and the School will be administered through the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.

G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of the School. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.

H. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2023 in preparation for the 2023-24 school year, with the intent of having a finalized agreement on or about July 1,2024. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.

SECTION 8. MISCELLANEOUS TERMS

A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.

B. The School shall provide a location at the School where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.

C. School will provide workspace for use by SROs or non-SROs in each assigned school.

D. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at the School.

E. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the threat assessment team at the School. The parties agree that these meetings may be conducted electronically, through internet/video links if needed to ensure the efficiency of the process.

F. School will, in compliance with Section 1006.07(4)(f), Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. School will advise the Agency of the testing schedule and shall make reasonable efforts to correct any deficiencies. Additionally, the School will provide access to a school radio to the SRO.

G. School will provide the Agency with the radio frequencies utilized by the School and provide assistance to permit law enforcement to monitor those frequencies in an emergency.

H. In an emergency, the School will make all reasonable efforts to provide the Agency with sufficient physical access to the School so the responding personnel will have the ability to access the School.

I. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

J. Nothing in this agreement is intended to waive sovereign immunity of the School or the Agency, and all tort claims arising out of performance hereunder or otherwise against either party shall be subject to the limited sovereign immunity waiver set forth in Section 768.28, Florida Statutes.

K. The Agency represents that the SRO or Non-SRO is will be assigned or dispatched to the school within the meaning of 1012.468, Florida Statutes, and will be exempt from the screening requirements set forth in sections 1012.465 and 1012.467, Florida Statutes. The Agency represents and warrants to the School that it has read and is familiar with Florida Statutes §§ 1012.315, 1012.32, 112.465, 1012,467, and 1012.468 regarding background investigations. The Agency covenants to comply with all requirements of the above-cited statutes to the extent they apply to any Agency personnel and shall provide LCSB with proof of compliance upon request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

AGENCY:

CITY OF OCOEE, a Florida municipal corporation

By: _____
RUSTY JOHNSON, Mayor

Attest: _____
Melanie Sibbitt, City Clerk

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON _____, 2023, UNDER AGENDA ITEM NO. _____.

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY this __ day of _____, 2023.

By: _____
_____, City Attorney

SCHOOL:

RENAISSANCE CHARTER SCHOOL, INC., FOR RENAISSANCE CHARTER SCHOOL AT CROWN POINT, a Charter School existing under the laws of the state of Florida

By: _____
Title: _____
Date: _____

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 4

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval for Fire Station 25 Roof Resealing. (Public Works Director Krug)

Background Summary:

In 2020, the City Commission approved Public Works' request for replacing the membrane portion of the roof at Fire Station 25, which was budgeted within the 2019/2020 capital projects. The station, located at 563 S. Bluford Rd., is a combination of membrane and metal roofing. The approved budget for 2022/2023 includes a capital project for the resealing of the metal portion of the roof, which would complete the roof repair for the entire building. Public Works solicited bids from several area roofing contractors and received two (2) proposals. Receiving only two proposals is not uncommon with the current nature of the construction industry where there is a vast amount of work for contractors to choose from. Public Works reviewed the proposals and found the costs to be in line with current industry standards. Public Works is requesting Commission approval to award the work to the most responsive of the solicited contractors, West Orange Roofing, at their proposal cost of $85,000, which is within the budget.

Issue:

Should the Honorable Mayor and City Commissioners approve awarding the roof resealing of Fire Station 25 to West Orange Roofing?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve awarding the roof resealing of Fire Station 25 to West Orange Roofing, Inc., for $85,000 and authorizing the City Manager and staff to approve additional work up to the limit of his purchasing authority for each change order, and up to the allowable budget for unforeseen conditions.

Attachments:

1. West Orange Roofing Proposal

Financial Impacts:

The project is adequately funded in the 2022/2023 capital projects budget.

Type of Item: Consent

335 North Duncan Drive
Tavares, FL 32778
(407)656-8920
westorangeroofing@aol.com

June 6, 2023

JOB	PAYMENT TERMS
City of Ocoee 563 South Bluford Avenue Fire Station	PROPOSAL

DESCRIPTION

- Seal entire roof
- Seal every ridge and hip standing seam
- Gayco flex entire perimeter of TPO where it ties into standing seam roof
- Seal termination bar for TPO
- Remove and replace wall at head wall that is leaking
- Replace high temp peel and stick underlayment
- Re-Install standing seam Metal

$85,000.00

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 5

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the Forest Oaks Water Treatment Plant. (Utilities Director Croteau)

Background Summary:
The Utilities Department utilizes a 10-Year Maintenance Program to identify and schedule needed repairs, upgrades and replacement of equipment, appurtenances, electrical systems, and structures. The program, which forecasts ongoing expenses, also forecasts annual expected expenditures used to enhance budget calculations. The approved budget for Fiscal Year 2022-23 includes $600,000 to replace the generator at the Forest Oaks Water Treatment Plant (WTP) based on estimates obtained during the budget process. Due to industry wide manufacturing shortages and increased material costs, the price of generators has risen exponentially. Sourcewell is a cooperative purchasing program that the City of Ocoee is a member of. The replacement generator is available for purchase under Sourcewell Contract #09222-CAT at a price of $743,765 and Ring Power CAT is the area dealer for this equipment.

Issue:
Should the Honorable Mayor and City Commissioners approve to piggyback the Sourcewell Cooperative Purchasing Contract to replace the generator at the Forest Oaks WTP?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to procure the replacement generator for the Forest Oaks WTP from Ring Power CAT utilizing Sourcewell Contract #09222-CAT.

Attachments:
1. Quotation
2. Caterpillar Pricing

Financial Impacts:
$743,765 (Budgeted amount $600,000)

Type of Item: Consent

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	4752 Capital Circle NW	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Tallahassee, FL 32303	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 6/5/23

QUOTATION NO: MB22-108

CUSTOMER NAME: City of Ocoee WTP
ADDRESS:
CITY/STATE/ZIP: , FL
CONTACT:
PHONE:

ESTIMATED SHIPPING LEAD TIME: 30-70+ **weeks- changes weekly**
SHIPPING VIA/FOB:
ESTIMATED SUBMITTAL LEAD TIME: 6 Weeks
JOBSITE ADDRESS:
CITY/STATE/ZIP: FL
PROJECT NAME:

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. **For your reference, your Sourcewell Member ID is 75029** One (1) New Caterpillar Diesel Generator – Model GC Rated 1000 KW standby at 0.8 PF, 480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:		

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: ***Mark Barbarulo***

Mark Barbarulo, EPG Sales. Central Florida

TERMS

- ***This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.***
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Main UL circuit breaker 2000 amp • CAT EMCP Control panel with safety shutdowns, Engine controls and gauges • Voltage regulator • Governor • PMG excitation • Jacket water heater • Battery charger UL 10 amp • 2 Year / 1000 hour Caterpillar limited warranty • Start up and Commissioning • Includes 4 hour load test • Batteries and cables • Introduction and training to personnel • Freight to customer site 300 Series, Automatic Delayed Transition Transfer Switch 2000-amp 4 pole N1 PROVIDE ENGINEERING, PERMIT AND INSPECTION - DEMO/DISPOSAL: .FUEL LINE .10K GAL TANK, DAY TANK .GENERATOR ENCLOSURE .GENERATOR 1MGW .ATS 2000A N1 - SITE PREPARATION: .PROVIDE/INSTALL PORTABLE GEN .MODIFY CONCRETE PAD (~10'X20') - RIGGING/CRANE - INSTALL OWNER-PROVIDED NEW 1MGW DIESEL GEN 480V 3PH - P ROVIDE/INSTALL N EW G ENERATOR F EEDERS - INSTALL OWNER-PROVIDED NEW ATS 2000A DELAYED TRANS N1 3P, SOLID N - TESTING - FINAL N O T E S :DIESEL FUEL BY OTHERS 10000 gallon double wall tank * 8699 gallons usable fuel (when tank is filled to 90%) * 120 hours of usable fuel at 100% load		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Construction: - 10000 gallons - U.L. 142 listed generator sub-base tank * FDEP: EQ625 - 0.1875" thick steel primary tank & 0.1875" thick steel secondary tank - Neoprene mounting pads for under tank supports included - Tank ships with vacuum in interstitial for on-site integrity verification Atmospheric & Emergency vents: - 3" atmospheric vent - 8" primary tank and 8" secondary tank emergency vents Fuel level & leak switches: - High, Low, fuel level & interstitial leak switches * Wired to genset control panel for alarms - Mechanical fuel level gauge, visible from fuel fill - Aluminum construction - 42" tall handrails - Four (4) stair sets with 36" X 42" platform Construction: - Weatherprotective, sound attenuated, aluminum enclosure * Walk-in design - Pre-finished aluminum modular panel design - Color: standard polar white (color change available for additional cost) - Designed and built to 150 MPH wind load (PE certification available for additional cost) * Designed to meet and/or exceed to load combination requirements in ASCE 7-16 Sound Attenuation: - Sound attenuated - 75 dB(A) at 23 feet (free-field environment) - 2" fiberglass acoustic insulation - Perforated aluminum interior liner on ceiling and discharge hood Airflow through enclosure: - Intake: * Hooded intake with bird / rodent screen - Discharge: * Hooded discharge with gravity dampers and bird / rodent screen - Designed to minimize water penetration into enclosure during heavy rainfall Enclosure entrances:		

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
- Stainless steel, padlockable handles and aluminum continuous piano hinges - Four (4) single access doors - Reinforced door framing - Door drip guards Exhaust and Fluids: - Interior super critical grade silencer - Interior muffler mounting hardware - Stainless steel exhaust flex with heat resistant exhaust blankets - Exhaust elbow and rain cap - Exhaust rain shield - Fumes disposals & engine drains piped to outside of enclosure		
Total NET for above		**$743,765.00**

Exceptions & Clarifications:

NOTE:

********DUE TO THE VOLATILITY OF THE MATERIALS MARKET, ALL PROJECTS WILL BE RE-PRICED AT TIME OF RELEASE TO PRODUCTION.**
ANY INCREASE OR DECREASE WILL BE ASSESSED AND APPLIED AT THAT TIME.
BASED ON RECENT MATERIAL COSTING, ESTIMATED PRICING ESCALATION IS 10% INCREASE PER MONTH ON ENCLOSURES,TANKS AND GENERATORS.*******

Notice to Buyer:

The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."

This is not part of the above project, this is an ADDER for Standard Service agreement- Budget only, A site visit will be needed to firm up pricing. No load bank included. Please contact below for firm pricing.

Vicky Gallagher |Product Support Service Representative (PSSR)| Power Systems Division | **Ring Power Corporation** | 9901 Ringhaver Drive |Orlando, Florida 32824 | Cell: 407-466-8450 | victoria.gallagher@ringpower.com

SIZE	Annual Maintenance with T/A	Updated Pricing Effective 6/1
KW		
5 - 25 *	$ 720.21	771.15
26 - 50 *	$ 720.76	771.24
51 - 100 *	$ 788.62	845.67
101 - 150	$ 852.66	913.71
151 - 200	$ 1,112.09	1194.68

DESCRIPTION OF MATERIAL		UNIT PRICE	EXTENSION
201 - 300	$ 1,446.94	1562.82	
301 - 400	$ 1,557.52	1696.09	
401 - 500	$ 1,876.75	2041.94	
501 - 750	$ 2,219.76	2420.18	
751 - 1000 **	$ 3,783.11	4114.96	
1001 - 1500 **	$ 4,357.32	4802.06	
1501 - 2000 **	$ 5,200.60	5763.12	
2001 - 2500 **	$ 5,652.89	6284.27	
C175-16 **	$ 6,136.20	6762.09	
C175-20 **	$ 7,199.36	7937.48	
5 - 25 *	685.92485		

Standard Prices are for ground level access

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authoriza
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the custome

NOTE:

1. The above price includes start-up, testing, and customer training.
2. No, fuel is included.
3. No third party testing or NETA testing included and is by others.
4. No sales tax included
5. Training that is to be videotaped, requires Ring Power approval in advance. RPC “Video Recording Agreement” / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
6. In some cases the enclosure, tank and exhaust are shipped loose, installation is by others.
7. Work to be done during normal business hours 8am to 4pm.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

8. Proposal is based on information supplied by the Customer.
9. Generators that come with an **800 amp breaker** or larger are supplied with buss bar, Lugs are by others.
10. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
11. Ring Power will be supplying equipment as described in the attached documentation.
12. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
13. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.
14. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer.

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo
Mark Barbarulo
Ring Power Systems, Generator Sales Central Florida,
407-472-6231 Office - 407-857-1592 Fax - 407-383-5840 Cell
Mark.barbarulo@ringpower.com

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Note: Due to global supply chain cost increases: 1. All new generators are subject to a commodity surcharge of up to 16%.

	List Price Discount
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	18%
D25 - 25 kW	18%
D30 - 30 kW	18%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%

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C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%

Caterpillar: Confidential Green

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)	
DG100 - 100 kW	18%
DG125 - 125 kW	18%
DG150 - 150 kW	18%

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%

175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%

175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%

350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%

CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)	
DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%

G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	20%
500 kW	20%

G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)	
750 kW	18%
1000 kW	18%

G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)	
All Ratings	18%

G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)	
1500 kW	18%

G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)	
1966 kW	17%

G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)	
2469 kW	17%

G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%

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CG132, CG170, CG260 (custom)

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	15%

Mobile Diesel (With Trailers)

XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)**	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)**	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)**	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)**	
182 kW Prime Power	23%
200 kW	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)**	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)**	
455 kW Prime Power	23%
XQ1140, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)**	
kW Prime Power	23%

Control Panels, Switchgear, Automatic Transfer Switches

Switchgear (customizable) *Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear.* *However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	12%
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar: Confidential Green

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar: Confidential Green

Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided	Sourcewell Member Pricing
Rental Agreements	10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description	Unit of Issue	Ancilliary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price **with Sourcewell Discount Applied** (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	**Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time.** **For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.**								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min	Each	N/A	$ 1,309,989		N/A	1	1	$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min	Each	N/A	$ 2,263,804		N/A	1	2	$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min	Each	N/A	$ 2,507,909		N/A	1	2	$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min	Each	N/A	$ 2,750,774		N/A	1	2	$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min	Each	N/A	$ 3,257,104		N/A	1	3	$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min	Each	N/A	$ 3,461,724		N/A	1	3	$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min	Each	N/A	$ 3,705,829		N/A	1	3	$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min	Each	N/A	$ 3,948,694		N/A	1	3	$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min	Each	N/A	$ 4,191,559		N/A	1	3	$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min	Each	N/A	$ 4,708,735		N/A	1	4	$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min	Each	N/A	$ 4,903,749		N/A	1	4	$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min	Each	N/A	$ 5,145,374		N/A	1	4	$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min	Each	N/A	$ 5,389,479		N/A	1	4	$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min	Each	N/A	$ 5,632,344		N/A	1	4	$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	$ 990,332		N/A	1	1	$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	$ 853,487		N/A	1	1	$ 665,720	22.00%

Caterpillar: Confidential Green

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 6

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Rehabilitate Lift Stations 27, 52, 53 and 55 with Spray Wall Polyurethane Protective Lining System. (Utilities Director Croteau)

Background Summary:
The City of Ocoee annually budgets funds to repair and seal manholes and lift stations on a rolling maintenance schedule.This preventative maintenance limits the structural decay that occurs over time. The approved budget for Fiscal Year 2022-2023 includes $111,400 in funds to install new wet-well liners at Lift Stations 27, 52, 53 & 55. Staff reached out to Engineered Spray Solutions, Inc., who is an approved single source vendor for coating and structural repair of manholes and liftstations, and they provided a quote of $107,021.

Issue:
Should the Honorable Mayor and City Commissioners approve the rehabilitation of wet-well liners at Lift Stations 27, 52, 53 and 55 with Engineered Spray Solutions, Inc. at a cost of $107,021?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the rehabilitation of the lining systems at Lift Stations 27, 52, 53 & 55 by contracting with Engineered Spray Solutions at a cost of $107,021.

Attachments:
1. Proposal

Financial Impacts:
No financial impact as this project is adequately funded in the Fiscal Year 2022/23 budget.

Type of Item: Consent

ENGINEERED SPRAY SOLUTIONS
Applying the Gold Standard.

1306 Banana Road, Lakeland, Florida 33810
Local Phone • 863-859-3889
Toll Free • 800-329-3889

June 5, 2023

To: Trent Hopper
City of Ocoee
1800 A. D. Mims Rd
Ocoee, FL 34761

Project: City of Ocoee-Lift Stations 27, 52, 53, and 55 in Ocoee, FL to be rehabilitated with SprayWall Polyurethane Protective Lining System and new piping systems to select lift stations.

Scope of Work:

- Lift Station 27 dimensions as measured is 8ft wide x 15ft deep for a total 402 square feet including walls and ceiling area to be lined.
- Lift Station 52 dimensions as measured is 6ft wide x 13ft deep for a total 264 square feet including walls and ceiling area to be lined.
- Lift Station 53 dimensions as measured is 8ft wide x 21ft deep for a total 553 square feet including walls and ceiling area to be lined.
- Lift Station 55 dimensions as measured is 6ft wide x 15ft deep for a total 302 square feet including walls and ceiling area to be lined.
- Mobilize competent crew of four (4) and capable equipment to the Ocoee, FL project sites.
- 5,000 psi high pressure water cleaning of surface within host structures.
- Inspect each Lift station surface area for defects. Euclid V100 high strength profile cement is estimated for proper surface rebuilding.
- Make suitable repairs to brick and cement surface areas to prepare surface for the SprayWall Protective Lining System.
- Chemical Grout the Valve Box for Lift Station 27 to stop water.
- Chemical grout injection of 355-1K for water stop within the walls to stop infiltration leaks. Up to twenty-four (24) gallons are included in this proposal for these structures.
- Spray-apply a maximum of 250 mils of SprayWall Polyurethane protective lining to lift stations 52, 53, and 55 to all walls and ceilings, cutting a termination groove at chamfer to ensure proper adhesion.
- Spray-apply a maximum of 500 mils of SprayWall Polyurethane protective lining to lift station 27 to walls and ceilings, cutting a termination groove at chamfer to ensure proper adhesion.
- Visually inspect and electronic holiday inspection on SprayWall Polyurethane protective coating on walls and roof areas of each structure to insure a pinhole free monolith coating.

- Bypassing of wastewater to be subcontracted to Synergy Equipment.
- Eighteen to Twenty (18-20) days of work required to complete all structures.

Included: ESS professional crew and equipment. MOT setup, By-passing of any wastewater

Exclusions: Dewatering, bonding.

Notes: Additional cement and workmanship will be addressed via change order. Twenty-four (24) gallons of 355-1k chemical grout for water stop is accounted for in this proposal. However, chemical grout for water stop if required beyond twenty-four gallons, will be invoiced at $125.00/gallon with approved change order with a minimum of six (6) gallons. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by an approved change order. Project is bid based on standard daylight work hours. Balance is due upon completion. The proposed price is valid for 30 days.

City of Ocoee- 4 Lift Stations

Lift Station 27-	**$29,164.00**
Lift Station 52-	**$18,678.00**
Lift Station 53-	**$33,225.00**
Lift Station 55-	**$25,954.00**
Project Total:	**$107,021.00**

Respectfully Submitted,

Jacob Hensley

Jacob Hensley
Project Manager
(863) 308-0126

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS.

2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.

4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.

5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

6. By executing this contract, owner agrees that all vendor requirements, including but not limited to pre-qualification, insurance, W-9, etc., have been adequately met.

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 7

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at Lift Station 16 (Lake Olympia Club). (Utilities Director Croteau)

Background Summary:
The Utilities Department utilizes a 10-Year Maintenance Program to identify and schedule needed repairs, upgrades and replacement of equipment, appurtenances, electrical systems, and structures. The program, which forecasts ongoing expenses, also forecasts annual expected expenditures used to enhance budget calculations. The approved budget for Fiscal Year 2022-23 includes $60,000 to replace the generator at Lift Station 16 (Lake Olympia Club) based on estimates obtained during the budget process. Due to industry wide manufacturing shortages and increased material costs, the price of generators has risen exponentially. Sourcewell is a cooperative purchasing program that the City of Ocoee is a member of. The replacement generator is available for purchase under Sourcewell Contract #09222-CAT at a price of $115,733.79 and Ring Power CAT is the area dealer for this equipment.

Issue:
Should the Honorable Mayor and City Commissioners approve to piggyback the Sourcewell Cooperative Purchasing Contract to replace the generator at Lift Station 16 (Lake Olympia Club)?

Recommendations:
Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to procure the replacement generator for Lift Station 16 (Lake Olympia Club) from Ring Power CAT utilizing Sourcewell Contract #09222-CAT.

Attachments:
1. Quotation
2. Caterpillar CAT Pricing

Financial Impacts:
$115,733.79 (Budgeted amount $60,000)

Type of Item: Consent

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	4752 Capital Circle NW	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Tallahassee, FL 32303	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 6/6/2023

QUOTATION NO: MB20-097

CUSTOMER NAME: ***City of Ocoee***

ADDRESS: .

CITY/STATE/ZIP: , FL

CONTACT: Bruce

PHONE:

ESTIMATED SHIPPING LEAD TIME: 26-28 weeks unless we have stock

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: N/A

JOBSITE ADDRESS:

CITY/STATE/ZIP: FL

PROJECT NAME: Ocoee

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		

Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 120617-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.

For your reference, your Sourcewell Member ID is 75029

One (1) New Caterpillar Diesel Generator – Model Rated 80 KW standby at 0.8 PF, 240 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

D80-8 60HZ 240V	List $24,501.00
UL 2200 LISTED PACKAGE GEN SET	List $232.00

Quotation Accepted By: _____Date: _____Tax No.: _____

Customer: _____Salesman's Signature: ***Mark Barbarulo***

Mark Barbarulo, EPG Sales. Central Florida

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
LC3114D 60Hz SE ALT Z5	List $4,914.00	
PERMANENT MAGNET EXCITATION	List $1,173.00	
FUEL SUB-BASE TANK 209 GALLON	List $6,734.00	
5 GAL SPILL OVERFIL PREVENTION	List $2,103.00	
IVR12 PERMANENT MAGNET	List $1,022.00	
FUEL TANK RISER	List $755.00	
STANDARD VENT PIPE 12ft EXTENS	List $431.00	
3" EMERGENCY VENT 12FT EXT	List $761.00	
WEATHERPROOF ENCLOSURE (B)	List $7,596.00	
Fuel Level Alarms / SD	List $288.00	
IBC CERTIFICATION WIND ENCLOSU	List $332.00	
NFPA BATT CHARGER UL10A 120VAC	List $866.00	
HIGH EFFICIENCY COOLANT HEATER	List $1,398.00	
LOW COOLANT LEVEL SHUTDOWN 1	List $209.00	
OVERLOAD ALARM SWITCH PPo1_I	List $252.00	
SEISMIC VIBRATION ISOLATOR (C)	List $171.00	
CONTROL PANEL OPTIONS BOX	List $629.00	
PANEL MOUNTED AUDIBLE ALARM	List $69.00	
ENGINE OPTION HARNESS	List $158.00	
250A LSI 100% RATED BREAKER	List $1,000.00	
AUXILIARY CONTACTS	List $197.00	
SUSE FOR 1ST CB 125A TO 400A	List $210.00	
CARTRIDGE TYPE AIR FILTER	List $496.00	
PGS TEST REPORT @ 0.8 PF	List $394.00	
Total LIST Price for Above for CAT Items	**$ 56,891.00**	
Sourcewell DISCOUNT – 31% off from List Price	($17,636.21)	
CAT Genset Price with Sourcewell Discount	**$39,254.79**	**$39,254.79**

CAT DEALER ADDITIONS:
All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract

• Freight -Factory to Ring Power		$2,855.00
• Freight Orlando Ring Power – to site		$2,550.00
• One day training on customer site		$2,655.00
• One day start up at customer site		$7,955.00
• 200amp N4X 3 pole Automatic Open Transition Transfer Switch		$9,320.00

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Provide engineering, permit, final inspection, and crane and • rigging. • Demo/disposed of ATS 200A outdoor • Demo/disposed existing 80kw 3-phase 120/240V generator • Demo/disposed diesel tank • Inspect conductors and replace them as necessary • Inspect pad and modify as necessary (24hrs tank only) • Install new CAT 80kW 120/240v 3PH diesel • Install new 200A ATS 3PH 120/240v, 3p 4w • Testing • Diesel fuel by others.		$51,144.00
Total cost # 120617-CAT		**$115,733.79**

Purchase orders must include the current Sourcewell Contract Number 120617-CAT

Ring Power invoices in full for Equipment & Services at the time of delivery. If Installation and/or Start-up Services need to be invoiced for separately, please advise. A schedule of values will be provided prior to the Purchase Order process to avoid payment delays on equipment delivered.

Exceptions & Clarifications:

Payment terms are in accordance with the Sourcewell and 30 days net on equipment and services that are completed. Payment can be completed off the schedule of values.

********DUE TO THE VOLATILITY OF THE MATERIALS MARKET, ALL PROJECTS WILL BE RE-PRICED AT TIME OF RELEASE TO PRODUCTION.**
ANY INCREASE OR DECREASE WILL BE ASSESSED AND APPLIED AT THAT TIME.
BASED ON RECENT MATERIAL COSTING, ESTIMATED PRICING ESCALATION IS 10% INCREASE PER MONTH ON ENCLOSURES, TANKS AND GENERATORS.*******

Notice to Buyer:

The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."

ADDER for Standard Service Agreement- Budget only, A site visit will be needed to firm up pricing. No load bank included

SIZE	Annual Maintenance with T/A
KW	
5 - 25 *	$ 720.21
26 - 50 *	$ 720.76
51 - 100 *	$ 788.62
101 - 150	$ 852.66
151 - 200	$ 1,112.09
201 - 300	$ 1,446.94
301 - 400	$ 1,557.52
401 - 500	$ 1,876.75
501 - 750	$ 2,219.76
751 - 1000 **	$ 3,783.11
1001 - 1500 **	$ 4,357.32
1501 - 2000 **	$ 5,200.60
2001 - 2500 **	$ 5,652.89
C175-16 **	$ 6,136.20
C175-20 **	$ 7,199.36

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Standard Prices are for ground level access

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52-point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

NOTE:

1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
2. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
3. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping DEF - Diesel Exhaust Fluid (when required), natural gas piping and gas flow meters is included
4. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, etc…)In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, etc…
5. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
6. No sales tax included
7. Proposal is based on information supplied by the Customer.
8. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
9. Ring Power will be supplying equipment as described in the attached documentation.
10. No equipment will be ordered without an approved Purchase Order.
11. Equipment shipped will be invoiced for at the time of delivery.
12. **Ring Power will not release equipment for production until we have received the signed sales agreement or PO and signed and approved submittal from our customer. This is done to insure that we are providing**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo

Mark Barbarulo

Ring Power Systems, Generator Sales Central Florida,
407-472-6231 Office - 407-472-6271 Fax - 407-383-5840 Cell
Mark.barbarulo@ringpower.com

Caterpillar Sourcewell Member Discounts

All Discounts listed are for "Standby Ratings only unless otherwise stated".

Note: Due to global supply chain cost increases: 1. All new generators are subject to a commodity surcharge of up to 16%.

	List Price Discount
Stationary Diesel	
C2.2, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C2.2PGABR" Caterpillar Price List)	
D20 - 20 kW	18%
D25 - 25 kW	18%
D30 - 30 kW	18%
C4.4, 60 HZ, 40 - 60 kW Diesel (Reference the "PSNA-EPG-F_C4.4LCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
C4.4, 60 HZ, 80 - 100 kW Diesel (Reference the "PSNA-EPG-F_C4.4PGABR" Caterpillar Price List)	
D80 - 80 kW	31%
D100 - 100 kW	31%
C4.4 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C4.4 GCABR" Caterpillar Price List)	
D40 - 40 kW	31%
D50 - 50 kW	31%
D60 - 60 kW	31%
D80 - 80 kW	31%
D100 - 100 kW	31%
C7.1, 60 HZ, 125 - 200 kW Diesel (Reference the "PSNA-EPG-F_C7.1PGABR" Caterpillar Price List)	
D125 - 125 kW	35%
D150 - 150 kW	35%
D175 - 175 kW	35%
D200 - 200 kW	36%
C7.1 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
D125 - 125 kW	31%
D150 - 150 kW	31%
D175 - 175 kW	31%
D200 - 200 kW	31%
C9, 60 HZ, 200 - 300 kW Diesel (Reference the "PSNA-EPG-F_C9PGAM" Caterpillar Price List)	
200 kW	33%
250 kW	37%
300 kW	37%
C9 GC, 60 HZ, 200 - 300 kW Diesel (Reference the "C9 GCABR" Caterpillar Price List)	
250 kW	31%
300 kW	31%
C13, 60 HZ, 350 - 400 kW Diesel (Reference the "PSNA-EPG-F_C13PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
C13 GC, 60 HZ, 350 - 400 kW Diesel (Reference the "C13 GCABR" & "C13 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
C15, 60 HZ, 350 - 500 kW Diesel (Reference the "PSNA-EPG-F_C15PGAM" Caterpillar Price List)	
350 kW	37%
400 kW	37%
450 kW	37%
500 kW	37%
C15 GC, 60 HZ, 350 - 500 kW Diesel (Reference the "C15 GCABR" & "C15 GCAM" Caterpillar Price List)	
350 kW	31%
400 kW	31%
450 kW	31%
500 kW	31%

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C18, 60 HZ, 550 - 750 kW Diesel (Reference the "PSNA-EPG-F_C18PGAM" Caterpillar Price List)	
550 kW	37%
600 kW	37%
650 kW	33%
700 kW	33%
750 kW	33%
C18 GC, 60 HZ, 550 - 600 kW Diesel (Reference the "C18 GCAM" Caterpillar Price List)	
550 kW	31%
600 kW	31%
C18, 60 HZ, EPA Tier 4f, - 455 KW Diesel (Reference the "PSNA-EPG-F_C18PKAM" Caterpillar Price List)	
455 kW Prime Power	20%
500 kW	20%
C27, 60 HZ, 750 - 800 kW Diesel (Reference the "PSNA-EPG-F_C27PGBG" Caterpillar Price List)	
750 kW	32%
800 kW	32%
C32, 60 HZ, 1000 - 1250 kW Diesel (Reference the "PSNA-EPG-F_C32PGDG" Caterpillar Price List)	
1000 kW	33%
1250 kW	34%
C27 GC, 60 HZ, 800 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D800 - 800 kW	31%
C32 GC, 60 HZ, 1000-1250 kW Diesel (Reference the "V12 GCAG" Caterpillar Price List)	
D1000 - 1000 kW	31%
D1250 - 1250 kW	31%
3512C, 60 HZ, 1500 - 1750 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
1500 kW	36%
1750 kW	34%
3516C/3516E, 60 HZ, 2000 - 3000 kW Diesel (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	40%
2500 kW	36%
2750 kW	33%
3000 kW	33%
3516C-HD, 60 HZ, 2000 - 2500 kW Diesel (EPA Tier 4) (Reference the "PSNA-EPG-F_3516PGFL" Caterpillar Price List)	
2000 kW	19%
2500 kW	19%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	29%
C175-16, 60 HZ, 3000 kW Diesel (EPA Tier 4) (Reference the "C175-PGAL" Caterpillar Price List)	
3000 kW	19%
C175-20, 60 HZ, 4000 kW Diesel (EPA Tier 2 for Mobile and Stationary Use) (Reference the "C175-PGAL" Caterpillar Price List)	
4000 kW	24%
Stationary Natural Gas (Select LP Vapor Options with Derates)	
50 - 60 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G80PGAM" Caterpillar Price List)	
DG50 - 50 kW	31%
DG60 - 60 kW	31%
DG80 - 80 kW	31%

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100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G200PGABR" Caterpillar Price List)	
DG100 - 100 kW	18%
DG125 - 125 kW	18%
DG150 - 150 kW	18%

100 - 150 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F_G150PGAM" Caterpillar Price List)	
DG100 - 100 kW	35%
DG125 - 125 kW	35%
DG150 - 150 kW	35%

175 - 300 kW Olympian Natural Gas (Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G175 - 175 kW	26%
G200 - 200 kW	26%
G230 - 230 kW	26%
G250 - 250 kW	26%
G275 - 275 kW	26%
G300 - 300 kW	26%

175 - 300 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G14.2 PGAN" Caterpillar Price List)	
DG175 - 175 kW	26%
DG200 - 200 kW	26%
DG230 - 230 kW	26%
DG250 - 250 kW	26%
DG275 - 275 kW	26%
DG300 - 300 kW	26%

350 - 450 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-G21.9 PGAM" Caterpillar Price List)	
DG350 - 350 kW	26%
DG400 - 400 kW	26%
DG450 - 450 kW	26%

CG18, 60 Hz, 350 - 500 kW Caterpillar Natural Gas (Reference the "PSNA-EPG-F-CG18 PGAM" Caterpillar Price List)	
DG350 - 350 kW	23%
DG400 - 400 kW	23%
DG450 - 450 kW	23%
DG500 - 500 kW	23%

G3412, 60 HZ, 375 - 500 kW Natural Gas (Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	
375 kW	20%
450 kW	20%
500 kW	20%

G3512 60 HZ, 750 - 1000 kW Natural Gas (Reference the "PSNA-EPG-F_G3512NPL" Caterpillar Price List)	
750 kW	18%
1000 kW	18%

G3516 60 HZ, 750 - 1000 kW Natural Gas, Landfill Gas, & Biogas (Ratings Depend on Selection) (Reference the "PSNA-EPG-F_G3516BNPL" Caterpillar Price List)	
All Ratings	18%

G3516C 60 HZ, 1500 kW Natural Gas (Reference the "PSNA-EPG-F_G3516CNPL" Caterpillar Price List)	
1500 kW	18%

G3516H 60 HZ, 1966 kW Natural Gas (Reference the "PSNA-EPG-F_G3516HNPL" Caterpillar Price List)	
1966 kW	17%

G3520H 60 HZ, 2469 kW Natural Gas (Reference the "PSNA-EPG-F_G3520HNPL" Caterpillar Price List)	
2469 kW	17%

G3520C 60 HZ, 1600 - 2055 kW Natural Gas (Reference the "PSNA-EPG-F_G3520CNPL" Caterpillar Price List)	
1600 kW	17%
2055 kW	17%

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CG132, CG170, CG260 (custom)

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	15%

Mobile Diesel (With Trailers)

XQ35, 60 HZ, 35 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ35BM" Caterpillar Price List)**	
27 kW Prime Power	23%
30 kW	23%
XQ60, 60 HZ, 59 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ60BM" Caterpillar Price List)**	
48 kW Prime Power	23%
XQ125, 60 HZ, 125 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ125BM" Caterpillar Price List)**	
100 kW Prime Power	23%
110 kW	23%
XQ230, 60 HZ, 230 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ230BM" Caterpillar Price List)**	
182 kW Prime Power	23%
200 kW	23%
XQ425, 60 HZ, 425 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ425BM" Caterpillar Price List)**	
340 kW Prime Power	23%
XQ570, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ570BG" Caterpillar Price List)**	
455 kW Prime Power	23%
XQ1140, 60 HZ, 570 kVA Prime Diesel (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) **(Reference the "PSNA-EPG-F_XQ1140BG" Caterpillar Price List)**	
kW Prime Power	23%

Control Panels, Switchgear, Automatic Transfer Switches

Switchgear (customizable)	12%
Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. *However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
Epic (Reference the "PSNA-EPG-F_CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
EMCP 4.4 SCP	10%
Hybrid Products (Reference the "PSNA-EPG-F_CATSCPN" Price List)	
All Hybrid Products	22%
ATS (AUTOMATIC TRANSFER SWITCHES) (Reference the "ATS 2022" Price List)	
235 ATS's Available	20%

Caterpillar: Confidential Green

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided	Sourcewell Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Engineering Services	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Extended Service Contracts	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

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Caterpillar Used Equipment Multiplier

Every used product will receive the new product family member discount plus at least a 10% discount

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Caterpillar Rental Agreements Product & Services Multiplier

Sourced Good or Support Service Provided	Sourcewell Member Pricing
Rental Agreements	10% off dealer list price

Electrical Energy Power Generation with Related Parts, Supplies, and Services.

Product Name and Product Description	Unit of Issue	Ancilliary Items (Sold Separately)	Microgrid Solution Commercial List Price	Power Analytics Cyber-Secure Network List Price Add (Optional)	40 FT ISO Container List Price Add (Optional)	Quantity of BDPs	Quantity of 20 Foot Containers	Grand Total Commercial List Price **with Sourcewell Discount Applied** (Incl Optional Items)	Sourcewell Member List Price Discount
PV Panel (Solar Panels)	**Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific components at this time.** **For pricing and availability, Sourcewell members can contact their local Caterpillar Dealer.**								
Time Shift - 60 Hz ES 1.5 MW-hr, 1x 20', Energy, 570 kVA, 1518 kWh, ~127 min	Each	N/A	$ 1,309,989		N/A	1	1	$ 1,021,791	22.00%
Time Shift - 60 Hz ES 3.0 MW-hr, 2x 20', Energy, 1000 kVA, 3036 kWh, ~145 min	Each	N/A	$ 2,263,804		N/A	1	2	$ 1,765,767	22.00%
Time Shift - 60 Hz ES 3.5 MW-hr, 2x 20', Energy, 1000 kVA, 3542 kWh, ~170 min	Each	N/A	$ 2,507,909		N/A	1	2	$ 1,956,169	22.00%
Time Shift - 60 Hz ES 4.0 MW-hr, 2x 20', Energy, 1000 kVA, 4048 kWh, ~194 min	Each	N/A	$ 2,750,774		N/A	1	2	$ 2,145,604	22.00%
Time Shift - 60 Hz ES 4.6 MW-hr, 3x 20', Energy, 1000 kVA, 4554 kWh, ~218 min	Each	N/A	$ 3,257,104		N/A	1	3	$ 2,540,541	22.00%
Time Shift - 60 Hz ES 5.1 MW-hr, 3x 20', Energy, 1000 kVA, 5060 kWh, ~242 min	Each	N/A	$ 3,461,724		N/A	1	3	$ 2,700,145	22.00%
Time Shift - 60 Hz ES 5.6 MW-hr, 3x 20', Energy, 1000 kVA, 5566 kWh, ~267 min	Each	N/A	$ 3,705,829		N/A	1	3	$ 2,890,547	22.00%
Time Shift - 60 Hz ES 6.1 MW-hr, 3x 20', Energy, 1000 kVA, 6072 kWh, ~291 min	Each	N/A	$ 3,948,694		N/A	1	3	$ 3,079,981	22.00%
Time Shift - 60 Hz ES 6.6 MW-hr, 3x 20', Energy, 1000 kVA, 6578 kWh, ~315 min	Each	N/A	$ 4,191,559		N/A	1	3	$ 3,269,416	22.00%
Time Shift - 60 Hz ES 7.1 MW-hr, 4x 20', Energy, 1000 kVA, 7084 kWh, ~340 min	Each	N/A	$ 4,708,735		N/A	1	4	$ 3,672,813	22.00%
Time Shift - 60 Hz ES 7.6 MW-hr, 4x 20', Energy, 1000 kVA, 7590 kWh, ~364 min	Each	N/A	$ 4,903,749		N/A	1	4	$ 3,824,924	22.00%
Time Shift - 60 Hz ES 8.1 MW-hr, 4x 20', Energy, 1000 kVA, 8096 kWh, ~388 min	Each	N/A	$ 5,145,374		N/A	1	4	$ 4,013,392	22.00%
Time Shift - 60 Hz ES 8.6 MW-hr, 4x 20', Energy, 1000 kVA, 8602 kWh, ~412 min	Each	N/A	$ 5,389,479		N/A	1	4	$ 4,203,793	22.00%
Time Shift - 60 Hz ES 9.1 MW-hr, 4x 20', Energy, 1000 kVA, 9108 kWh, ~437 min	Each	N/A	$ 5,632,344		N/A	1	4	$ 4,393,228	22.00%
Grid Stabilizer - 60 Hz PGS1260, 1x 20', Power, 1000 kVA, 672 kWh, ~32 min	Each	N/A	$ 990,332		N/A	1	1	$ 772,459	22.00%
Grid Stabilizer - 60 Hz PGS840, 1x 20', Power, 840 kVA, 448 kWh, ~25 min	Each	N/A	$ 853,487		N/A	1	1	$ 665,720	22.00%

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 8

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Piggyback off of City of West Palm Beach Contract to Repair Tank #1 and Tank #2 at the Forest Oaks Water Plant. (Utilities Director Croteau)

Background Summary:
As part of the Utilities Department 10-Year Maintenance Program, the approved budget for Fiscal Year 2022-23 includes $230,000 to repair Tank #1 and Tank #2 at the Forest Oaks Water Plant. The Florida Department of Environmental Protection requires the ground storage tanks at the Forest Oaks Water Plant to be inspected every five (5) years. In February 2021, the City hired CROM Coatings and Restorations, a Division of CROM, LLC (CCR) and the builder of the City's ground storage tanks, to perform the inspections. Due to the age of the tanks, which were built in 1984 and 1996 respectively, extensive repairs are needed. CCR is currently under contract with the City of West Palm Beach for "Master Water Storage Tank Cleaning and Repair Services" (Contract#20696, expiring 6/3/2024) and has provided proposals to repair both tanks at a total cost of $203,940 (Tank #1 $135,515 and Tank #2 $68,425).

Issue:
Should the Honorable Mayor and City Commissioners approve to piggyback West Palm Beach Contract#20696 to repair Tank #1 and Tank #2 at the Forest Oaks Water Plant?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission authorize the City Manager to cause the repair of Tank#1 and Tank #2 at the Forest Oaks Water Plant at a total cost of $203,940 by utilizing West Palm Beach Contract #20696.

Attachments:
1. West Palm Beach Contract
2. Proposal - Tank #1
3. Proposal - Tank #2

Financial Impacts:
No financial impact as this project is adequately funded in the Fiscal Year 2022/23 budget.

Type of Item: Consent

CITY OF WEST PALM BEACH

AMENDMENT NO. 1
[Term Extension]

Agreement / Contract Name: **Master Water Storage Tank Cleaning and Repair Services**

Agreement / Contract Date: **June 4, 2019**

Contract No.**20696.**004

THIS AMENDMENT **No.1** ("Amendment") is entered into by and between the **CITY OF WEST PALM BEACH** ("City") and **CROM, LLC.** ("Contractor/Consultant/Provider/Supplier" referred to as "Contractor "for convenience).

WHEREAS, the parties desire to extend the Agreement / Contract, and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Term.** The term of the Agreement/Contract is hereby extended for an additional **two (2)** year period expiring **June 3, 2024**. Extension terms, conditions and rates shall be the same as the original Agreement / Contract.

2. **Effect of Amendment**. Except to the extent the Agreement / Contract expiration date is modified by this Amendment, the terms and provisions of the Agreement / Contract, as may be previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement / Contract, as may be previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

Contractor:
CROM, LLC.

Robert G Oyenarte
By: _____

Print Name: Robert Oyenarte

Title: President

CITY OF WEST PALM BEACH

By: _____
Keith A. James, Mayor

Attest: _____
City Clerk

Dated: 2/22, 2022

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: K. Denise Haire

WEST PALM BEACH

CITY OF WEST PALM BEACH
MASTER WATER STORAGE TANK CLEANING AND REPAIR SERVICES AGREEMENT

Contract No. 20696
Procurement Method: ITB 18-19-115

Provider Name: **CROM, LLC**

Provider Address: 250 SW 36th Terrace
Gainesville, FL 32607

Email: ccradmin@cromcorp.com

Telephone: 352-372-3436

FEI/EIN # 59-0702495

THIS CONTRACT is made and entered into by and between the **PROVIDER** identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City").

WHEREAS, the City issued its Invitation to Bid No. 18-19-115 (the "ITB") pursuant to state and local law to solicit contractors to perform water storage tank cleaning and repair services on as needed basis, (the "Work" or "Services"); and

WHEREAS, the Provider submitted its Bid in response; and

WHEREAS, the City determined that the Provider's Bid represents the best value to City and wishes to contract with Provider under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the City and Provider understand and agree as follows:

1. THE WORK.

1.1 Services. The Provider hereby agrees to furnish all the materials, equipment, tools, labor, supervision, licensing, permits, transportation and incidentals necessary to provide water storage tank cleaning and repair, on an as-needed basis for various City tanks. The Services shall be provided subject to and in accordance with the terms, conditions and provisions of the ITB, attached as **Exhibit A**, and the Bid, attached as **Exhibit B**. The ITB and Bid are expressly incorporated into this Agreement by reference. The ITB, Bid and this Agreement are collectively referred to as the "Contract Documents". All Services shall be performed in accordance with the Technical Specifications set forth in the ITB. Unless otherwise specified, the Provider agrees to furnish all equipment and labor necessary for the performance of the Work in a good, firm, substantial and workmanlike manner, in accordance with any applicable plans, drawings, and technical specifications. The Provider shall, if required, furnish satisfactory evidence as to the kind and quality of materials. There is no guarantee of any minimum value, quantity or frequency of work under this Agreement.

Services shall: (i) meet the requirement of Florida Administrative Code Section 62-5455.350(2);
(ii) comply with the OSHA Regulation for Lock Out/ Tag Out of each tank while diving.

Tank inspections shall be performed under the responsible charge of a professional engineer licensed in Florida.

Unless otherwise specified, all materials used shall be new and both workmanship and materials shall be of good quality. Services shall be provided in accordance with all applicable codes and standards, including OSHA, AWWA, ACI and standard pre-stressed concrete tank design.

1.2 Service, Fulfillment and Emergency Response Time. The Provider shall provide a 24-hour, 7 days a week telephone answering or beeper service to accept and record emergency service call requests from the City. Emergency service call requests such as, but not limited to, situations which present an unsafe or destructive condition, shall require work to be started within three (3) hours from time call is placed and Provider shall be available and service performed 24 hours a day, 7 days a week.

1.3 It is hereby made a part of this Agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the City, shall receive services on a "first priority" basis.

1.4 Services Provided in Response to Natural Disaster / Emergency. Provider provides services that the City may require in the event of a hurricane or other disaster. Provider acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Provider or reimburse the City for payments made to Supplier. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Provider desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Provider agree that with respect to any services or work performed or provided by Provider or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto as **Exhibit C** and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Provider of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

1.5 Permits. Contractor shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits, or certification shall be reported to the City within thirty (30) days.

2. Non-Exclusive. This Agreement is non-exclusive and the City reserves the right to contract with other parties for the Services provided herein.

3. Method of Ordering.

3.1 Direct Orders/Purchase Orders. Services under $10,000 may be requested by Purchase Order. For work not exceeding $10,000, the Provider will have three (3) working days from the date of the City's request to submit a budgetary estimate. Failure to timely submit a budgetary estimate may result in loss of work to the Provider and the City awarding work to another available contractor. In the event that the City and Provider fail to agree on the proposed scope and cost estimate, the City may move on to negotiate with another provider.

3.2 Work Orders. Services in excess of $10,000 will be requested by the City via Work Order. As funding becomes available, the City will issue a separate Work Order for each individual assignment on as needed basis, which shall be substantially in the same format as the Work Order attached at the end of this Contract and incorporated herein as **Exhibit D**. The services to be provided under the assignments shall commence and be completed by the dates indicated on the Work Orders. The individual Work Orders will specify the work to be performed, its location and not-to-exceed cost (based on the contract unit prices), and a schedule for performance. No work in excess of $10,000 is authorized until a Work Order is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Provider will submit an individual invoice, a copy of the original Work Order and the appropriate completed Small Business participation form as required by the Contract Documents. In the event that the City and Provider fail to agree on the proposed scope, schedule and cost estimate, the City may move on to negotiate with another available provider.

4. Estimated Expenditures. City does not guarantee any minimum amount of work needed or work orders issues, or to the extent of services to be required under this Agreement. It is understood and agreed that the City's obligation to pay under the Agreement is contingent upon an annual appropriation for its purpose by the City.

5. Rates. The rates for the Services and materials shall be those established in Provider's Schedule of Bid items in response to the City's ITB which are incorporated into this Agreement by reference. The fee for each individual work order shall be specified in the work order and shall be based on the rates from the ITB.

6. Invoices. Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. If Provider fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings. **Provider shall provide W-9 or FEIN# to City with first invoice.**

7. Payment. The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment of invoice(s) will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

8. Term.

8.1 Term of Contract. Subject to the termination rights of the City as provided herein, this Contract shall have a term of three (3) years, commencing as of the date of execution by the City.

8.2 Renewal. Upon the mutual written agreement of the parties, this Contract may be renewed for an additional two (2) year term. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. Any renewals will be subject to appropriation of funds by the City.

9. No Lien. The Provider shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Provider.

10. Representations, Warranties and Covenants of Provider

10.1 Authority. Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

10.2 Duly Licensed. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

10.3 No Contingency. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

11. Standard of Care. The standard of care for all services performed or furnished by Provider under this Agreement will be the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

12. Safety Regulations. Provider shall ensure that the all Equipment, materials and procedures and training provided under this Agreement meet all local, State, OSHA and other Federal safety and any other applicable safety regulation.

13. Damage to Property. The Provider shall, at all times, guard against damage or loss to the property of the City and shall be responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property due to Provider or its agents or employees. Provider is responsible for any damage to public or private property by Provider, its employees or agents while performing the work under this Agreement.

14. Compliance with Laws.

14.1 Compliance with Laws. Provider shall comply with all applicable City, State and Federal laws relating to the scope of work under this Contract, now or hereafter in effect. It shall not be grounds for a change order that Provider failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

14.2 Non-Discrimination. In performing under this Agreement, Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14.3 Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, Provider represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

14.4 Public Entity Crimes. In accordance with Fla. Stat. Sec. 287.134, Provider certifies that Provider, its affiliates, suppliers, subcontractors and consultants who will perform under this Agreement have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement and that execution of the Agreement will not violate the statute. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

14.5 Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Provider represents that Provider is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars ($1,000,000) or more, Provider represents that neither the Provider firm nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

14.6 Federal Labor / Employment Laws. In accordance with Fla. Stat. Sec. 255.20, Provider represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

14.7 Prohibited Persons. Neither Provider nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Provider) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

15. Independent Contractor. Provider acknowledges and agrees that Provider is an independent contractor of the City. Provider more specifically acknowledges that its employees will not be covered by the City's workers'

compensation insurance; Provider will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Provider under this Agreement. Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement. Provider acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Provider shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Provider's duties under this Agreement. Provider shall be responsible to the City for all work or services performed by Provider or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

16. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

17. Insurance.

17.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

17.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

17.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Provider's self-insurance retention.

17.4 Required Coverage. Provider shall maintain following liability coverage, in the limits specified:

Commercial General Liability. Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars ($2,000,000) (aggregate) and One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding $25,000.

Business Automobile Liability: Business automobile liability insurance with minimum limits of Two Million Dollars ($2,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

17.5 Additional Insureds. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying "the City of West Palm, its commissioners, officers, employees and agents", as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

17.6 Certificate of Insurance. Provider shall provide the City Risk Manager or the City Agreement Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Provider's receipt of Notice of Intent to Award the Agreement and, at any time thereafter, upon request by the City. It is Provider's responsibility to ensure that the Risk Manager and the Agreement Manager both have a current Insurance Certificate and endorsements at all times.

17.7 Renewal of Insurance. Provider shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Provider shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, Owner may suspend this Agreement until such time as the new or renewed certificate/endorsements are received by City.

17.8 Waiver of Subrogation. The City and Provider waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

19. Termination.

19.1 Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party thirty (30) calendar days prior to termination. As a condition precedent to termination for cause, the defaulting party shall have the right to cure within a reasonable period

19.2 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Provider. Provider shall have no right to terminate this Agreement for convenience.

19.3 In the event of termination, Provider shall immediately deliver all documents, written information, electronic data, public records, and other materials concerning this Agreement in Provider's possession to the City and shall cooperate in transition of its duties to appropriate parties at the direction of the City.

19.4 In the event of termination, the City shall compensate the Provider for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement.

19.5 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

20. Notices. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Provider at the address on the first page of this Agreement; or to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator,, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

21. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

22. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours' notice to Provider. The City shall be the sole and final authority as to the availability of funds.

23. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

24. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

25. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so

interfered with; provided that no such extension shall be made unless notice thereof is presented by Provider to City in writing within ten (10) business days after the start of the occurrence of such delay; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

26. Ethics; Conflict of Interest.

26.1 Provider shall comply with the ethics requirements of the City Code and the Palm Beach County Ethics Code.

26.2 Conflicts of Interest.

a. Provider represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.

b. Provider represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").

c. Provider represents that it does not employ, directly or indirectly any member of the Conflict Group.

d. Provider represents that neither it nor its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.

e. Provider represent that no member of the Conflict Group, who alone, or together with his household members, is a stockholder or holder of an interest, of 5% or more, in any business entity affiliated with Provider.

f. Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

g. Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

h. Provider, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i. Provider shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Provider. The City agrees to notify the Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Provider, the City shall so state in its opinion and the Provider may, at its option, enter into said association,

interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Provider under this Agreement.

j. In the event Provider is permitted to utilize subcontractors to perform any Work under the Contract, Provider agrees to prohibit such subcontractors, by written contract, from having any such conflicts of interest.

26.3 Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

26.4 Inspector General. Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Provider and its subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of the Agreement justifying its termination.

27. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Bid, or as approved by the Small Business Division. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

28. Public Records Law.

28.1 **Public Records**. Provider shall comply with Chapter 119, Florida Statutes, regarding public records. Provider shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Agreement. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Provider, except as authorized by law and specifically authorized by City.

28.2 A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Provider of the request, and the Provider shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

28.3 Upon completion of the Agreement, Provider shall transfer, at no cost, to the City all public records in possession of Provider. Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

28.4 Failure of the Provider to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

28.5 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street

West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

29. Remedies. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by stature or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Agreement by Provider, Provider may be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in the City Code.

30. Time of Essence. Time shall be of the essence for each and every provision of this Agreement.

31. Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

32. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

33. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

34. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

35. Attorney Fees. In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

36. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Bid, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Bid. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

37. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument.

38. No Verbal Agreements. No verbal agreement or conversation with any officer, agent or employee of City either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of both City and Provider.

39. Exhibits. The Exhibits referenced in this Agreement are incorporated into this Agreement, regardless of whether they are attached.

40. Entire Agreement; Amendment. This Agreement including the Procurement Solicitation, the Bid and any Exhibits, which are incorporated into this Agreement in their entirety, embody the entire agreement and

understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be amended or modified by written amendment executed by the City and Provider.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

PROVIDER
CROM, LLC

By: _____

Print Name: ROBERT G. CUENARTE

Title: PRESIDENT

CITY OF WEST PALM BEACH

By: _____
Keith A. James, Mayor

Attest: _____
Deputy City Clerk

Date: 6/4, 2019.

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

EXHIBIT A
ITB 18-19-115

EXHIBIT B
BID

EXHIBIT C
FEMA TERMS

CITY OF WEST PALM BEACH
FEMA CONTRACT TERMS

These FEMA Contract Terms are made a part of your Contract with the City:

The term "Contractor", as used throughout this document shall mean the Contractor, Provider, Consultant, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout this document shall mean the underlying contract or agreement, as applicable.

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.**

C. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.

D. **Additional Remedies**. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. **Termination for Convenience**. The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

F. **Compliance with State and Federal Reporting Requirements**. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the

Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

G. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

H. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

I. **Access to Records**
(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. **Procurement of Recovered Materials**
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

K. **DHS Seal, Logo and Flags**
(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

L. **Compliance with Federal Law, Regulations, and Executive Orders**
(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

M. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

N. **Fraud and False or Fraudulent or Related Acts**
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

O. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

P. **Performance and Payment Bonds**.
(Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

Q. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be

canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

R. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

S. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

T. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

U. **Certification Regarding Use of Contract Funds for Lobbying**
(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

V. **Contract Work Hours and Safety Standards Act**

(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

W. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)
In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

X. **Rights to Inventions Made Under a Contract or Agreement**
(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Y. **Subcontracts**.
(Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

EXHIBIT D
FORM OF WORK ORDER

City of West Palm Beach

WORK ORDER NO. _____

Contract #: 20696.____

Contractor: CROM, LLC

Work Order Task Title: _____

1. **Task / Project:**

A detailed Scope of Work is attached as **Exhibit A**.

2. **Schedule**

The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** ____.

3. **Compensation**

The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ ($_____) . A detailed schedule of values is attached as **Exhibit** ___.

4. **Small Business**

The small business commitment for this Work Order is _____%.

5. **Insurance.**

Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.

6. **Contract Reference**

This Work Order shall be performed under the terms and conditions described within the master contract titled Water Storage Tank Cleaning and Repair, dated _____ by and between the City of West Palm Beach and the Contractor named above.

Contractor:
CROM, LLC

By:_____

Print Name: _____

Title: _____

CITY OF WEST PALM BEACH

_____
Keith A. James, Mayor

Date: _____

ATTEST: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approval as to form and legality
By:_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

12/31/2019

DATE (MM/DD/YYYY) 5/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1378138 CROM, LLC 250 SW 36TH TERRACE GAINESVILLE FL 32607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : St. Paul Fire and Marine Insurance Company — 24767 INSURER C : Liberty Mutual Insurance Company — 23043 INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 16093288 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GLO008374504	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Hired Phys Dmg	Y	Y	BAP008374404	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deds	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,500
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	ZUP12P5926118NF	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC5469956018	12/31/2018	12/31/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF WEST PALM BEACH IS ADDITIONAL INSURED ON GENERAL, AUTO AND EXCESS LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORKERS COMPENSATION, GENERAL, AUTO AND EXCESS LIABILITY COVERAGE, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

16093288
CITY OF WEST PALM BEACH
401 CLEMATIS STREET
WEST PALM BEACH FL 33401-5319

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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EXHIBIT A
ITB 18-19-115

CITY OF WEST PALM BEACH
Procurement Department
401 Clematis Street – 3rd Floor
West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564

INVITATION TO BID
Service Agreement

ITB Number: **18-19-115**
Project: Master Water Storage Tank Cleaning and Repair Services

Bid Submittal Deadline

Day/Date: **March 27, 2019**
Time: **3:00 p.m.**

Location: Procurement Department
401 Clematis Street – 3rd Floor
West Palm Beach, FL 33401

Attention: Nathaniel Rubel, Procurement Supervisor

The City of West Palm Beach is accepting bids from qualified and responsible contractors to provide, on an as-needed basis, all labor, material, equipment, tools, supplies, costs and incidentals necessary to perform Water Storage Tank Cleaning and Repair services.

Bid documents may be acquired electronically and free of charge by logging onto the City's Procurement Department's website at:

http://wpb.org/Departments/Procurement/Solicitations/Bids-List

Hard copies of bid documents may also be acquired from the Procurement Department at the address shown above.

Time is of the essence. Bids must be received by the Procurement Department no later than the time indicated above. The time of receipt shall be determined by the time clock located in the Procurement Department. Bidders are responsible for insuring that their bid is stamped by Procurement office personnel by the deadline indicated.

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED WITH THE BID NUMBER, SEALED, and marked in the lower left-hand corner with the firm name, ITB title, bid submittal deadline date, and time. Bids must be in accordance with the provisions and instructions in this document. Please read the entire solicitation package carefully.

PRE-BID CONFERENCE: THERE IS A PRE-PROPOSAL CONFERENCE SCHEDULED FOR MARCH 5, 2019 AT 10:00 AM, WATER TREATMENT PLANT (WEST ENTRANCE) 700 N. AUSTRALIAN AVENUE, WEST PALM BEACH, FL 33401. ATTENDANCE IS STRONGLY RECOMMENDED.

***IMPORTANT*: Contact by a Bidder (or anyone representing a Bidder) regarding this ITB with the Mayor, any City Commissioner, officer, or City employee other than an employee of the West Palm Beach Procurement Department is grounds for disqualification.**

Frank Hayden,
Director of Procurement

Date: 2/00/19

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WEST PALM BEACH

SECTION 1 – SCOPE OF WORK

The City of West Palm Beach is accepting bids from qualified and responsible contractors to provide, on an as-needed basis, all labor, material, equipment, tools, supplies, costs and incidentals necessary to provide Water Storage Tank Cleaning and Repair services.

The City will issue a separate Work Order for each individual assignment on an as-needed basis. Direct Work Orders up to $10,000 may also be issued for incidental work the City requests.

The Contractor(s) agrees to furnish all equipment and labor necessary for the performance of the Services in a good, firm, substantial and workmanlike manner. All Work shall be done in accordance with the applicable specifications set forth herein. The contract(s) awarded under this solicitation will be a three (3) year contract with an option to renew for an additional two (2) year term, based upon the same terms, prices and conditions of the contract.

Services shall: (i) meet the requirement of Florida Administrative Code Section 62-5455.350(2);
(ii) comply with the OSHA Regulation for Lock Out/ Tag Out of each tank while diving.

Unless otherwise specified, all materials used shall be new and both workmanship and materials shall be of good quality. Services shall be provided in accordance with all applicable codes and standards, including OSHA, AWWA, ACI and standard pre-stressed concrete tank design.

Section 1. Summary of Work

I. Description

A. The work to be performed under this contract shall be provided on as need basis.

B. The work to be performed under this contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to perform the work as specified below, including mobilization and demobilization, as required:

1. One Three (3 MG) Million Gallon Storage Tank, Water Treatment Plant
   1.1. Cleaning and disinfection
   1.2. Curtain/Baffle Repairs
   1.3. Tank Structure Repairs
   1.4. Tank Interior and Exterior Repairs
   1.5. Interior Surfaces Repair and Replacement

2. One Five (5MG) Million Gallon Storage Tank, Water Treatment Plant
   2.1. Cleaning and disinfection
   2.2. Curtain/Baffle Repairs
   2.3. Tank Structure Repairs
   2.4. Tank Interior and Exterior Repairs
   2.5. Interior Surfaces Repair and Replacement

3. One Two (2MG) Million Gallon Tank, Ibis Re-Pump Station
   3.1. Cleaning and disinfection
   3.2. Tank Structure Repairs
   3.3. Tank Interior and Exterior Repairs
   3.4. Interior Surfaces Repair and Replacement

4. One – Ten (10) Thousand Gallon Hydro Pneumatic Tank, Ibis Re-Pump Station
   4.1. Cleaning and disinfection
   4.2. Tank Structure Repairs
   4.3. Tank Interior and Exterior Repairs
   4.4. Interior Surfaces Repair and Replacement

5. One Two (2MG) Million Gallon Tank, Cumberland Re-Pump Station
   5.1. Cleaning and disinfection
   5.2. Tank Structure Repairs
   5.3. Tank Interior and Exterior Repairs
   5.4. Interior Surfaces Repair and Replacement

6. One Two (2MG) Million Gallon Tank, St. Mary's Re-Pump Station
   6.1. Cleaning and disinfection
   6.2. Tank Structure Repairs
   6.3. Tank Interior and Exterior Repairs
   6.4. Interior Surfaces Repair and Replacement

7. One Three (32MG) Million Gallon Tank, Valley Forge Re-Pump Station
   7.1. Cleaning and disinfection
   7.2. Tank Structure Repairs
   7.3. Tank Interior and Exterior Repairs
   7.4. Interior Surfaces Repair and Replacement

8. One - One (1MG) Million Gallon Tank, Palm Beach Re-Pump Station
   8.1. Cleaning and disinfection
   8.2. Tank Structure Repairs
   8.3. Tank Interior and Exterior Repairs
   8.4. Interior Surfaces Repair and Replacement

9. One Two (2MG) Million Gallon Tank, Kaye Street Re-Pump Station
   9.1. Cleaning and disinfection
   9.2. Tank Structure Repairs
   9.3. Tank Interior and Exterior Repairs
   9.4. Interior Surfaces Repair and Replacement

10. Other Concrete Storage Tanks (as needed)

C. All work described above shall be performed as specified. For each of the items of work to be performed at the tanks identified above, the Contractor shall assume:

1. That it will be allowed to perform no more than two Cleaning and Disinfection operations in a given week.

D. Repairs and rehabilitation work is anticipated to be identified in the inspections and assessments of the tanks by others.

II. General Information

See Table 01 for the location of each tank, sized, descriptions, and containment operation requirements for each tank.

Table 01. Tanks General Information

Item	Tank Name	Address/Intersection	Lat./Long	Size (Million Gallon)	Description	Dimensions	Continuous Operation Required
1	WTP Storage Tank - 3MG	1009 Banyan Blvd., WPB, FL 33401	26° 42' 55.29" N	3 MG	Pre-Stressed Cylindrical Composite Concrete Tank	ID = 100 ft	N
			80° 3' 47.05" W			Height = 50 ft	
2	WTP Storage Tank - 5MG	1009 Banyan Blvd., WPB, FL 33401	26° 42' 55.27" N	5 MG	Pre-Stressed Cylindrical Composite Concrete Tank	ID = 130 ft	N
			80° 3' 45.44" W			Height = 50 ft	
3	Ibis Re-Pump Station Storage Tank	8740 SR7 (Sandhill Way East), WPB, FL 33412	26° 48' 22.52" N	2 MG	Pre-Stressed Cylindrical Composite Concrete Tank	ID = 112 ft	N
			80° 11' 53.30" W			Height = 27.15 ft	
4	Ibis Re-Pump Station Hydro Pneumatic Tank	8740 SR7 (Sandhill Way East), WPB, FL 33412	26° 48' 22.52" N	10 K	Cylindrical Steel Tank	ID = 8 ft L = 23' – 9"	N
			80° 11' 53.30" W				
5	Cumberland Re-Pump Station Storage Tank	807 Cumberland Drive, WPB, FL 33409	26° 44' 57.87" N	2 MG	Pre-Stressed Cylindrical Composite Concrete Tank	ID = 110 ft	N
			80° 6' 4.08" W			Height = 28.15 ft	
6	St. Mary's Re-Pump Station Storage Tank	901 45th Street, WPB, FL 33407	26° 45' 20.33" N	2 MG	Pre-Stressed Cylindrical Composite Concrete Tank	ID = 100 ft	N
			80° 3' 57.39" W			Height = 34.06 ft	
7	Valley Forge Re-Pump Station Storage Tank	880 Valley Forge Road, WPB, FL 33405	26° 39' 36.43" N	3 MG	Cylindrical Steel Tank	ID = 115 ft	N
			80° 3' 49.33" W			Height = 38.63 ft	

8	Palm Beach Re-Pump Station Storage Tank	758 Northlake Way, Palm Beach, FL 33480	26° 44' 28.52" N	1 MG	Underground Rectangular Reinforced Concrete Tank	W = 76 ft; L= 135 ft	N
			80° 02' 24.10" W			Height = 14 ft	
9	Kaye Street Re-Pump Station Storage Tank	952 Kaye St., WPB, FL 33405	26° 40' 22.96" N	2 MG	Pre-Stressed Cylindrical Composite	ID = 75 ft	N
			80° 3' 45.95" W			Height = 60.55 ft	
10	WTP other concrete tanks	1009 Banyan Blvd., WPB, FL 33401	26° 42' 55.29" N		Pre-Stressed Composite Concrete Tanks		N
			80° 3' 47.05" W				

SECTION 2. PAINTING

I. Reference Drawings

See Appendix A for Site Plans and relevant Record Drawings.

II. General

A. Scope

1. This section includes, but is not necessarily limited to, standards for surface preparation and the painting of structures and equipment described in the Specifications. Furnish all materials, equipment and labor necessary to complete the work. The terms "paint" and "coating material" shall be considered synonymous.

2. Interior surfaces are defined as all inside areas of the tank, both below and above the high water line, including the underside of the roof, ladders, pipe, spider rods, stiffeners, rafters, fittings, and appurtenances.

3. Exterior Surfaces are defined as all outside areas of the tank, including the struts, rods, ladders, pipe, fittings, and appurtenances.

B. Substitutions

All coatings on a single tank shall be the products of a single manufacturer.

C. Submittals

1. The Contractor shall submit to the Owner or Owner's Representative, for review, the following information concerning the materials the Contractor proposes to use in work covered by this section:
   1.1. A list of all components (paints or other materials) to be used in each painting system required herein.
   1.2. A complete descriptive specification, including manufacturer's data sheet, of each component.
   1.3. Prior to completing the purchase and delivery of the coating material selected by the Contractor, the Contractor shall obtain a letter from the material supplier stating that the selected material is suitable and compatible for application and use as directed under these Specifications, and that if properly applied will provide metal protection and a pleasing appearance for five years or longer.
   1.4. A color chart for each color to be applied.

D. Project Meeting

Prior to ordering any of the materials covered under this section, the Contractor, Owner or Owner's Representative, painting subcontractor and paint manufacturer's representative shall attend a progress meeting, and the work to be performed under this section.

E. Quality Assurance

1. Only those systems and components which are judged acceptable by the Owner or Owner's Representative shall be utilized in the work covered by this item. No materials shall be delivered to the job site until the Owner or Owner's Representative has evaluated their acceptability.

2. The following information shall be included on the label of all containers of materials supplied under this section:

   2.1. Manufacturer's name
   2.2. Type of paint or other generic identification
   2.3. Manufacturer's stock number
   2.4. Color (if any)
   2.5. Instructions for mixing, thinning, or reducing (as applicable)
   2.6. Manufacturer's application recommendations
   2.7. Safety and storage information

3. All coating material used on this Project shall be purchased specifically for this Project and furnished in new, unopened containers.

F. Manufacturer's Representative during Painting Operations

An authorized representative of the coating manufacturer or a written application plan reviewed by the owner or owner's representative shall be present at the start-up of painting operations. Such representative or plan shall instruct the Contractor's workers on the manufacturer's application recommendations.

G. Testing Equipment

1. The Contractor shall furnish and make available to the Owner or Owner's Representative the following items of testing equipment for use in determining if the requirements of this section are being satisfied. The specified items of equipment shall be available for the owner or Owner's Representative's use at the times when field painting or surface preparation is in progress:

   1.1. Wet film gauge.
   1.2. Surface thermometer.
   1.3. Testex Replica Tape.
   1.4. "Visual Standard for Abrasive Blast Cleaned Steel", as published by the Steel Structures Painting Council Standards (SSPC-VIS 1-89).
   1.5. "Visual Standard for Power – and Hand – Tool Cleaned Steel", as published by SSPC (SSPC-VIS 3).
   1.6. Holiday (pin hole) detector (low voltage)
   1.7. Sling-psychrometer or other on-site device used to calculate relative humidity and ambient air temperature.
   1.8. Magnetic dry film gauge, meeting the requirements of SSPC-PA2, Type I or Type II, including calibration.
   1.9. "Guide and Reference Photographs for Steel Surfaces Prepared by Waterjetting" as published by SSPC (SSPC-VIS-4).

H. Product Handling

1. Delivery

   1.1. Deliver materials in original, selected containers of the manufacturer with labels legible and intact.
   1.2. Each container shall be clearly marked or labeled to show paint identification, date of manufacture, batch number, analysis or contents, and special instructions.

2. Storage

2.1. Store only acceptable Project materials on Project site.
2.2. Store material in a suitable location and in such a manner as to comply with all safety requirements including any applicable federal, state, and local rules and requirements. Storage shall also be in accordance with the instructions of the paint manufacturer and the requirements of the insurance underwriters.
2.3. Restrict storage area to paint materials and related equipment.
2.4. Place any material, which may constitute a hazard, in closed metal containers and remove daily from the Project site.

3. Safety Data Sheets (SDS)

A copy of every component's SDS shall be available at all times on the Project site.

I. Products

1. Abrasive Material

1.1. The abrasive used in the abrasive cleaning shall be a material acceptance to the regulatory agencies of the state of Florida for use in the described work. The material shall be of a shape and size to produce a uniform surface of acceptable profile to properly bond the prime coat.
1.2. The abrasive may be a combination of materials, including additives such as dust inhibitors and Blastox®.
1.3. If Blastox® is used, it shall be blended with the blasting abrasive by blending facility authorized by the TDJ Group, Inc.

2. Coating Material

2.1. Acceptable manufactures: Unless otherwise approved by the Owner or Owner's Representative, the only acceptable manufactures and products shall be those listed in the Material Schedules at the end of this section.
2.2. All applicable data currently published by the paint manufacturer relating to surface preparation, coverages, film thickness, application technique, drying and overoating times is included by reference as part of this section. It is the responsibility of the Contractor to obtain and fully understand the appropriate data sheets for the coating specified.
2.3. Products
2.3.1. Paints shall be factory mixed and delivered to the site in unbroken original packages bearing the manufacturer's name and brand designation and shall be applied in strict accordance with the manufacturer's printed specifications. Two-component coating shall be mixed in accordance with the manufacturer's instructions. All two-component coating, once mixed, shall be applied within the pot-life recommended by the manufacturer.
2.3.2. Unless otherwise specified, paints shall be of the best grade. All thinners, driers, varnish, etc., shall be of the best grade and shall be furnished by coating manufacturer for use with the specified paints.
2.4. Colors
The Owner will select the colors to be used on various portions of the work. Provide color cards for coating proposed. Where more than one coat of paint is required, job tint off-shade the paint for each undercoat to show complete coverage.

3. Mixing and Tinting

3.1. When possible, all paints and other materials shall be mixed and tinted by the paint manufacturer prior to delivery to the job site.
3.2. When job site mixing and/or tinting is required, the manufacturer's recommendations shall be strictly adhere to. The contractor shall be solely responsible for the proper conduct of all on-site mixing and/or tinning.

4. Pre-Blast Lead Treatment Coating

The pre-blast treatment coating shall be Enviro-Prep System product number 33010, as manufactured by Hoffer's, Inc. Coatings Division (800.596.6282), or Pre Tox 2000 as manufactured by NexTec, Inc. (800.338.8296).

I. Execution

A. General

1. Protect other surfaces from paint and damage. Furnish sufficient shields and protective equipment to prevent spray or droppings from fouling surfaces not being painted. Provide drapes as necessary to accomplish such. Repair damage as a result of inadequate or unsuitable protection.

2. The Contractor's on-site representative shall keep a record of work performed each day and shall submit it to the Owner or Owner's Representative weekly. The forms for this record will be furnished by the Owner or Owner's Representative.
3. No coat of paint shall be applied until the surface has been inspected and accepted by the Owner or Owner's Representative. The contractor shall give at least 24 hour notice to the Owner or Owner's Representative when cleaning is to be performed to prevent inspection delays. The Contractor shall provide the necessary access for inspection by the Owner or Owner's Representative.

4. Surface Preparation and Application Overview

4.1. Tank Exterior (Blast and Recoat) – Steel Tank and Pipes
- 4.1.1. Abrasive blast clean surface (to SSPC-SP6 finish and surface profile as specified)
- 4.1.2. Applied prime coat
- 4.1.3. Apply full intermediate coat
- 4.1.4. Apply final coat

4.2. Tank Exterior (Overcoat) – Steel Tank and Pipes
- 4.2.1. Spot clean corroded areas (to SSPC-SP2 or 3 finish)
- 4.2.2. Spot prime newly cleaned areas
- 4.2.3. Pressure-wash clean tank
- 4.2.4. Apply full intermediate coat
- 4.2.5. Apply final coat

4.3. Tank Interior (Repaint) – Steel Tank and Pipes
- 4.3.1. Abrasive blast clean surface (to SSPC-SP10 finish and surface profile as specified)
- 4.3.2. Applied prime coat
- 4.3.3. Apply stripe coat
- 4.3.4. Apply intermediate coat
- 4.3.5. Apply final coat

4.4. Tank exterior (Repaint) – Concrete Tank
- 4.4.1. Prepare surface in accordance with manufacturer's recommendations. The surface preparation shall be reviewed with the manufacturer's representative at the start-up meeting.
- 4.4.2. Apply prime coat
- 4.4.3. Apply final coat

B. Environmental Conditions

1. Environmental conditions which affect coating application include, but are not necessarily limited to, ambient air temperature, surface temperature, humidity, dew point, and environmental cleanliness. Comply with the manufacturer's recommendations regarding environmental conditions under which coating may be applied.

2. Surface preparation and cleaning of the exterior surfaces must be performed during periods of still air or only a slight breeze so that fallout of dust produce does not drift onto adjacent property. The Owner reserves the right to temporarily stop the Contractor from exterior blasting (or painting) when by observation it is apparent that the wind direction or velocity prevents compliance with the requirement. Any clean-up of fall-out on adjacent property shall be the responsibility of the Contractor.

3. All blast residue from the tank shall be property disposed of off-site by the Contractor. Copies of all waste manifest shall be provided to the Owner or Owner's representation within 10 days of removal from the site.

4. No paint shall be applied upon damp or frosty surfaces, or in wet or foggy weather. No paint shall be applied in temperatures below 40 degrees F, when freezing (32 degrees F) is predicted within 24 hours of application, or under temperature or humidity conditions not recommended by the manufacturer. However, in no case shall coatings be applied when the surface temperature is within 5 degrees F of dew point, and in no cases shall coating be applied over damp surface.

II. Safety

A. General

1. The contractor is responsible for the safety of all workers and subcontractors and suppliers performing work on this Project.

2. The Contractor shall protect the Owner, their agents, and the General Public from harm attributable to the Contractor's performance, of the work on this Project. The protection shall include, but not be limited to, providing the necessary safety equipment and instructions for its use by the Owner, and their agents.

3. The Contractor shall protect the Existing structures and environment from damage attributable to Contractor's performance, or non-performance, of the work on this Project.

4. The Contractor shall comply with the applicable standards of 29 CFR Part 1910 and 29 CFR Part 1926.
5. The listing of the following potential hazards shall in no way relieve the Contractor's responsibility for safety on this Project.

B. The interior of these tanks is considered a confined space hazard. The Contractor shall confirm to the Owner, in writing, prior to the start of the Project that the Contractor has training programs, trained personnel, and is otherwise in compliance with CFR 1910.146.

C. Lead Exposure

1. Workers shall be protected in accordance with all applicable rules and regulations having jurisdiction over this work. Specially, workers shall be protected in accordance with 29 CFR Part 1926.62.

2. All testing of the environment associated with the protection of workers, and the establishment of the degree of protection required for the workers, shall be performed under the direction of the Contractor and shall be paid by the Contractor.

III. Containment, Collection and Disposal

A. Collection and containment of surface preparation debris shall be conducted in accordance with the "Guide for Containing Debris Generated During Paint Removal Operations" (SSPC-Guide 6).

B. The means and methods of containment and collection shall be at the discretion of the Contractor, subject to the following provisions:

1. The Contractor shall provide a tarp, barrier or some other means of containment to prevent the blast debris from coming into contact with the ground.

2. The Contractor shall not allow any surface preparation debris to fall, blow or drift onto adjacent property.

3. The Contractor shall perform a soil analysis prior to any work being performed on each site and after all work has been performed on each site. Such analysis shall be in accordance with Method E for Assessing the Quality of Emissions, as described in SSPC – Guide 6.

C. If lead is present, debris disposal from tank exterior surface preparation operations shall be conducted in accordance with the Guide for Disposal of Lead-Contaminated Surface Preparation Debris (SSPC – Guide 7).

D. If the analysis of blasting residue shows that it does not contain more than 5 parts per million of leachable lead, the Contractor shall dispose of the waste represented by that analysis off site at a location of its choosing, as subject to approval of the disposal site property owner.

E. If the analysis of blasting residue shows that it contains more than 5 parts per million of leachable lead, the Contractor shall handle, collect, store, transport, and dispose of the waste represented by that analysis in accordance with all rules and regulations having jurisdiction over this work, including:

1. 40 CFR Part 260 Hazardous Waste Management System: General.

2. 40 CFR Part 261 Identification and Listing of Hazardous Waste.

3. 40 CFR Part 262 Standards Applicable to Generator of Hazardous Waste.

4. 40 CFR Part 263 Standards Applicable to Transporters of Hazardous Waste.

5. 40 CFR Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities.40 CFR Part 265 Interim Status Standards for Owners and Operators of

6. Hazardous Waste Treatment, Storage, and Disposal Facilities.

7. 40 CFR Part 268 Land Disposal Restrictions.

IV. Lead Paint Residue Handling

A. Notice: The Contractor is advised that the pint removal operation may create a residue which contains lead of unknown concentrations.

B. At the Contractor's option, it may apply the pre-blast lead treatment coating. If applied, it shall be done so in accordance with the manufacturer's recommendations. The manufacturer shall have an authorized representative present during the first two days of the application of this coating to instruct the Contractor's personnel and to observe the Contractor's application of the product.

C. Pilot Test Blast

1. The Contractor shall perform a pilot test blast on the exterior surface of tank. Such test blast shall be performed at least 10 days prior to full scale surface preparation activities on said surface of tank. Such test blast shall be representative of the conditions and effort and materials to be expected in the production blasting of the rest of said surface.

2. Samples of blast residue debris shall be collected and transported as indicated below.

D. Analysis of Blast Residue

1. Samples of the blast residue shall be collected in accordance with 40 CRF Part 261 and Part 262.11. Laboratory analysis shall be conducted in accordance with 40 CFR Part 268, Appendix I, Toxicity Characteristic Leaching Procedure (TCLP).

2. Laboratory analyses of the blast residue shall be performed by testing laboratory in accordance with the terms of the Cash Allowances.

E. Frequency of Sampling Analyses

1. The Contractor shall collect samples of the blast residue from the pilot blasting operation and transport them to the testing laboratory selected by the Owner.

2. Should the pilot operation reflect a concentration of the lead in the blast residue that warrants treatment of the debris as a hazardous waste, the Contractor shall collect samples every other day and transport them to the testing laboratory selected by the Owner.

3. Should the pilot operation reflect a concentration of lead in the blast residue that does not warrant treatment of the debris as hazardous waste, and has a concentration of less than 4.0 parts per million of leachable lead, the Contractor should not be required to collect further samples.

4. Should the pilot operation reflect a concentration of lead in the blast residue that does not warrant treatment of the debris as a hazardous waste, but has a concentration of greater than or equal to 4.0 parts per million of leachable lead, the Contractor shall collect samples every other day and transport them to the testing laboratory selected by the Owner. Such sampling and analyses shall continue until the concentrations reflect the level described in Paragraph F.3, above.

F. Under no circumstances shall the results of the leachable lead concentration testing of the blast residue be construed to reflect the degree of protection required for the personnel exposed to the Contractor's operation.

V. Surface preparation

A. All surfaces shall be thoroughly clean, dry, and free from oil, grease or dust. All fabricated metal products shall have all weld flux and weld splatter removed, and sharp peaks in welds ground smooth.

B. Dry Blast Method: All paint, dirt, rust, and foreign material shall be removed by abrasive blasting using the dry blast method. Standards for the surface preparation of ferrous metals required in the Material Schedules are the standards of SSPC – The Society for Protective Coatings. Care shall be taken to blast clean all pits, welds, and other rough surfaces so that the rough surfaces do not cause a "shadow" effect.

C. Pressure Wash Method

1. The exterior of the tank shall be spot, abrasive blast cleaned, hand tool, or power tool cleaned, where the coating has failed and the metal and rust is showing. The cleaned areas shall extend to the outer limits of the rusted area but is not intended to remove well bonded adjacent paint. All dirt, rust and foreign material shall be removed. Care shall be taken to blast clean all pits, welds, and other rough surfaces so the rough surfaces do not cause a "shadow" effect. After these areas are cleaned and primed, the remaining exterior surface shall be pressure wash cleaned.

2. Pressure Washing: Pressure washing shall be performed with a pump capable of producing 3,000 PSI at the tip. Washing will be performed to remove all dirt, chalked paint, loose paint, mildew, or other foreign material leaving only clean, tight-adhering paint. The initial wash water shall have a fungicide added and may have detergents added. A rinse wash shall be used to remove all residue of the detergents.

D. Steel surface preparation and cleaning shall be performed in accordance with AWWA D102, the standards and guidelines of SSPC – The Society for Protective Coatings, and as specified in this section. All cleaning shall be done in accordance with OSHA regulations.

E. Concrete surface preparation shall be in accordance with manufacturer's recommendations and SSPC-13 "Surface Preparation of Concrete".

F. The work shall be done from scaffolding or platforms of the Contractor's selection, but in no event will blasting be done from an untethered boson chair that allows the operator to be pushed away from the work surface by the reaction force of the nozzle. This requirement applies to all horizontal and diagonal rods in the tank structure as well as heavier sections and plate surfaces.

G. Inspection

1. Cleaned surfaces shall be inspected by the Owner or Owner's Representative prior to primer application.

2. Abrasive blast cleaned steel surfaces shall be inspected for degree of cleanliness and surface profile utilizing the SSPC Visual Standards (VIS 1-89) and the SSPC Surface Profile Compactor. These plates shall be securely wrapped in clear plastic and sealed to protect them from deterioration and marring.

VI. Maintenance Materials

Furnish the Owner at least one gallon of each type and color of paint used for finish coats and one gallon of each type of thinner required. Containers shall be tightly sealed and clearly labeled.

VII. Coating Repair

Where coating have been damaged, the surfaces shall be cleaned and repaired. Surfaces preparation shall be feathered into undamaged areas. Painting shall be performed as specified for the damaged surface.

Table 02. System: 200

System:200 Type: Elastomeric Acrylic Use: Exterior Concrete & Massorry (Previously Painted)				
Coat	Minimum Dry Film Thickness (Mils)	Tnemec	Carboline	Induron
1st	4.0 – 6.0	Series 156 Enviro-Crete	Flexxide Elastomer	AC 403
2nd	4.0 – 6.0	Series 156 Enviro-Crete	Flexxide Elastomer	AC 403
System	8.0 – 12.0			

Table 03. System: 247 OC

System: 247 OC Type: Polyurethane Use: Exterior Ferrous Metal Overcoat				Surface Preparation: SP1, SP2, SP3	
	Minimum Dry Film Thickness (Mils)	Tnemec	Carboline	Induron	Sherwin-Williams
1st	Mfr specific	Series 135 (3 mils)	Carbomastic 15/15FC (4-6 mils)	Induramastic 85 (30 -5.0 mils)	Macropoxy 646FC (1.5-2.0 mils)
2nd	Mfr specific	Series 135 (3 mils)	Rustbond Epoxy (1-2 mils)	Induramastic 85 (30 -5.0 mils)	Macropoxy 646FC (2.0-4.0 mils)
System		Series 107 Endura-Shield II	Carboguard 134 HG	Indurethane 6600 Plus	Acrolon 218HS

Table 04. System: 247 EP

System: 247 EP Type: Epoxy/Polyurethane Use: Exterior Ferrous Metal				Surface Preparation: SP6 Surface Profile: 2.0 to 3.0 mils	
	Minimum Dry Film Thickness (mils)	Tnemec	Carboline	Induron	Sherwin-Williams
Prime	2.0 – 3.5	N69 Epoxiline II or Series 20 Pota-Pox	Carboguard 890	Induraguard SG	Macropoxy 646 FC Epoxy
Intermediate	2.0 – 4.0	N69 Epoxiline II or Series 20 Pota-Pox	Carboguard 890	Induraguard SG	Macropoxy 646 FC Epoxy
Finis	2.0 – 3.0	Series 1074U Endura-Shield II	Carboguard 134 HG	Indurethane 6600 Plus	Acrolon 218 HS
System	6.0 – 10.5				

Table 05. System: 247 ZEP

System: 247 ZEP Type: Zinc Primer/Epoxy/Polyurethane Use: Exterior Ferrous Metal				Surface Preparation: SP10 Surface Profile: 2.0 to 3.0 mils	
	Minimum Dry Film Thickness (mils)	Tnemec	Carboline	Induron	Sherwin-Williams
Prime	2.0 – 3.5	Series 94H2O	Carbozinc 859 Organic Zinc	Indurazinc MC 67	Corothane I GalvaPac Zinc Primer
Intermediate	2.0 – 4.0	N69 Epoxoline II or Series 20 Pota-Pox	Carboguard 890	Induraguard SG	Macropoxy 646 FC Epoxy
Finish	2.0 – 3.0	Series 1074U Endura-Shield II	Carboguard 134 HG	Induraethane 6600 Plus	Acrolon 218 HS
System	6.0 – 10.5				

Table 06. System: 344W

System: 344W Type: Epoxy Use: Submerged Ferrous Metal-Potable Water				Surface Preparation: SP10 Surface Profile: 2.0 to 3.0 mils	
Coat	Minimum Dry Film Thickness (mils)	Tnemec	Carboline	Induron	Sherwin-Williams
Prime	2.0 – 3.5	N140 Pota-Pox Plus or Series 20 Pota-Pox	Carboguard 891HS	PE-70 Epoxy	Macropoxy 646 NSF FC Epoxy
Stripe	3	N140 Pota-Pox Plus or Series 20 Pota-Pox	Carboguard 891HS	PE-70 Epoxy	Macropoxy 646 NSF FC Epoxy
Intermediate	4.0 – 6.0	N140 Pota-Pox Plus or Series 20 Pota-Pox	Carboguard 891HS	PE-70 Epoxy	Macropoxy 646 NSF FC Epoxy
Finish	4.0 – 6.0	S N140 Pota-Pox Plus or Series 20 Pota-Pox	Carboguard 891HS	PE-70 Epoxy	Macropoxy 646 NSF FC Epoxy
System	10.0 – 15.5				

Table 07. System: 344WZ

System: 344WZ Type: Zinc Primer/Epoxy Use: Submerged Ferrous Metal-Potable Water				Surface Preparation: SP10 Surface Profile: 2.0 to 3.0 mils	
Coat	Minimum Dry Film Thickness (mils)	Tnemec	Carboline	Induron	Sherwin-Williams
Prime	2.5 – 3.5	Series 94H2O		PE-70 Epoxy	Macropoxy 646 NSF FC Epoxy
Intermediate	4.0 – 6.0	N140 Pota-Pox Plus or Series 20 Pota-Pox		PE-70 Epoxy	Macropoxy 646 NSF FC Epoxy
Finish	4.0 – 6.0	N140 Pota-Pox Plus or Series 20 Pota-Pox		PE-70 Epoxy	Macropoxy 646 NSF FC Epoxy
System	12			PE-70 Epoxy	

SECTION 3. REPAIRS AND REPAINTING TANKS

I. General

A. Submittals

This section describes materials and equipment and requirements for their use in typical repairs, cleaning and repainting the interior and exterior of potable water storage tanks. Furnish all materials and equipment and perform all labor necessary to fulfill the requirements of these Specifications.

B. Submittals

Fabricated items to be used are specified in the attached Materials Schedules. Shop drawings and data sheets must be submitted and approved prior to fabrication or purchase of all items covered by this Article. Where submittals are required, submit four (4) copies of each shop drawing or data sheet.

II. Products

A. Coating Materials

Coating materials and systems shall be as specified in Section 2, Painting. Data sheets must be submitted and approved prior to purchase of any items specified in Section 2, Painting.

B. Clog-Resistant Center Vent

The clog-resistant vent shall provide an area equal to a minimum of that provided by the existing vent for air passage in and out of the tank. The vent shall be screened with stainless steel 16 mesh screen designed for easy removal and replacement. All bolts in the vent assembly shall be stainless steel. The vent shall be removable and shall be equal to the AST vent manufactured by Advance Tank Construction.

C. Roof Edge Vents / Overflows

The roof edge vents/overflows on the pre-stressed concrete tanks shall be screened with stainless steel, 16 mesh screen. All bolts that secure the screen in place shall be stainless steel.

D. Ladders

Ladders shall be fabricated with side bars not less than 3/8-inch thick x 2-1/2-inches wide. Rungs shall be round, not less than ¾-inch in diameter. Clips attaching the ladder to the structure shall be fabricated of 3/8-inch thick x 3-inch with bars and on 10 foot spacing. The ladder shall be fabricated so that rungs penetrate holes in the side rail, with seal welding on both sides of the side rail. The ladders shall be manufactured with a cage and intrusion barrier. The ladder and cage material shall be aluminum. All mounting clips, brackets and attachments shall be seal welded.

E. Safety Climbing Device

1. The safety climbing device shall match the tank's existing safety devices.

2. The safety climbing device shall be suitable for use on straight and curved ladders and shall withstand a minimum drop test of 250 pounds in a six food free fall.

3. The outside shell ladder rail shall extend 42-inches beyond the top of the ladder to allow the climber to have a firm footing on the roof ladder before disengaging the safety climbing device.

F. Water Level indicator

The Contractor shall submit sketches and detail data on the water level indicator for approval by the Owner or Owner's Representative before installation and repairs.

G. Vortex Breaker

Vortex breaker shall consist of a circular 0.25-inch steel plate with a diameter six (6) inches greater than the inlet pipe it is protecting. Vortex breaker shall be held in place with four (4) round bars welded to vortex plate and the inlet pipe. Plate and rods shall be painted with System 344W as specified elsewhere in these Specifications.

H. Baffle Curtain

1. A baffle/curtain material shall be a 45 mil polypropylene liner compound from first quality domestic material specially designed for potable water applications. The liner shall be constructed from two (2) plies of polypropylene sheeting laminated together over one ply of 9 x 8 – 1,000 by 1,300 denier polyester fabric. Polypropylene resin shall comprise greater than 45 percent by weight of the total sheeting formulation. Fabric shall be fully encapsulated by polypropylene at roll edges.

2. Baffle/curtain shall have a 3/8-inch, polypropylene rope in the top, bottom and sides for supporting ballast. The top edge shall have double 2 x 2 x ¼ inch stainless steel angles bolted on each side of the reinforced hem with lift points adequate to permanently suspend the curtain, spaced six (6) feet on center.

3. The baffle/curtain shall be suspended using 5/8-inch 316 stainless steel weg-it eyebolts or 316 embedded anchor cast into the roof, side and bottom slab at six feet on center, supplied and installed by the Contractor.

4. The baffle/curtain shall be attached to the sides and bottom anchorage with a 2 x 2 x ¼ inch angle bolted to the side and bottom at 6"-0" centers. Curtain hem shall be doubled at both sides and bottom connection, bottom hem shall have an additional layer of material.

5. Baffle/curtain shall be NSF61 certified.

6. Baffle curtain shall be equal to Engineered Textile Products, Inc.

I. Access Hatch
Access hatched shall be equal to those manufactured by BILCO (Type S) and shall be of a similar design and size as existing.

J. Interior Piping and Supports

1. Interior piping shall be ductile iron, cement lined with exterior painted as specified elsewhere in these Specifications.

2. Supporting brackets shall be A36 steel designed by the Contractor and approved by the Owner, and painted with System 344W as specified elsewhere in these Specifications.

III. Execution

A. General

1. The Contractor shall schedule the Work such that only one tank is out of service at any given time.

2. All repairs on both the interior and exterior of a tank shall be completed prior to any cleaning and painting of the tank.

3. The Contractor shall furnish all materials and provide all labor necessary to complete the repairs.

4. All welding shall be comply with the requirements of the American Welding Society under the "Code for Arc and Gas Welding in Building Construction". All welding shall be performed by operators qualified by tests prescribed in the "Standard Qualifications Procedure" of the American Welding Society.

B. Structural Repairs

1. After interior cleaning of the steel tank, the tank will be inspected by the Owner or Owner's Representative to determine if any welded seams or pits require welding. If these are located, they will be specifically marked and the welding repair shall be performed by the Contractor.

2. After cleaning the interior of the concrete tank, the tank will be inspected by the Owner or Owner's Representative to determine if any cracking should be repaired. The repair shall be performed by the Contractor at the direction of the Owner or Owner's Representative.

3. Remove existing rusted anchor bolts and replace with new anchor bolts of equal size and quality. All nuts shall be tightened properly to anchor chairs.

4. All loose or cracked grout under the wall shall be removed and replaced. The grout shall be packed under the tank bottom to refusal, but no less than 4-inch inside the bottom ring. Ground mixture shall be one part cement to two parts sand, with a minimum amount of water. The outside edge of the grout shall be finished vertical and in line with the outside edge of the bottom plate.

5. Remove the bolts attached to vent and rebolt the vent to the tank, using all the bolt holes, with new bolts of same size and length as the original bolts.

6. If structural repair work is found to be necessary, the Contractor shall cease work as necessary to allow the Owner sufficient time to arrange for and complete the repair work. Additional payment will not be made to the Contractor for delays required to accomplish structural repair work.

7. No holes shall be drilled into any of the surfaces of the prestressed concrete tank without explicit submittals to the Owner or Owner's Representative to be reviewed as to how such activities may or may not compromise the integrity of the composite structure.

C. Repainting

1. All repainting shall be performed in accordance with AWWA D102, latest revision, where applicable and specified in Section 09 96 29. The Contractor shall be responsible for any and all damage resulting from drifting of abrasive and paint during all construction operations. Care shall be taken that no paint falls on nearby structures, automobiles, etc.

2. Surfaces: All surfaces shall be painted. Painting of the tank shall include ladders, access manholes and all other miscellaneous appurtenances.
3. A period of seven days, minimum, shall elapse after application of the finish coats before the tank is filled.

D. Disinfection

1. Upon completion of all work, the Contractor shall disinfect the tank before placing in service. The Contractor shall furnish all necessary materials, equipment and labor required to accomplish the disinfection. Disinfection shall be done in accordance with the requirements of AWWA C652 "Disinfection of Water Storage Facilities" and the regulations of the state of Florida.

2. Disposal of Chlorinated Water: Reduce chlorine residual of disinfection water to less than one milligram per liter if discharged directly to a body of water or to less than two milligrams per liter if discharged onto the ground prior to disposal. Treat water with sulfur dioxide or other reducing chemicals to reduce chlorine residual. Flush tank and lines until residual is equal to that in the existing water system.

E. Bacteriological Sampling and Testing

1. After the disinfection procedure is completed, and before the storage facility is placed in service, water from the full facility shall be sampled and tested for bacteriological quality in accordance with the regulations of the state of Florida. The testing method used shall be either the multiple–tube fermentation technique or the membrane–filter technique. Samples shall be analyzed by an independent laboratory certified by the state of Florida. Repeat disinfection of the tank until required results are obtained.

2. The water in the full facility should also be tested to assure that no offensive odor exits due to chlorine reactions or excess chlorine residual.

3. If the test for coliform organisms is negative, then the storage facility may be placed in service following approval from the Owner or Owner's Representive. If the test shows the presence of coliform bacteria, the situation shall be evaluated by the Owner or Owner's Representative. Repeat samples shall be taken until two consecutive samples are negative, or the storage facility shall again be subjected to disinfection.

F. Record Compliance

The record of compliance shall be the bacteriological test results certifying that the water held in the facility is free from bacteria contamination.

G. Clean-up

Before the Project is considered complete, all rubbish and unused material due to or connected with the construction must be removed from the premises and disposed of in a manner satisfactory to the Owner. All private or public property disturbed or damaged shall be restored to former condition and final payment withheld until such work is finished.

SECTION 4. TANK CLEANING, AND REPORTING

I. General

A. Scope

The work under this Section includes the cleaning for each tank designated by the Owner.

B. Submittals

1. Submit one copy of a schedule for the cleaning of the tanks, including the duration of the cleaning.

2. Submit the Bacteriological Monitory Reports as detailed elsewhere in this section of the Specifications.

3. All still photographs shall be in color and in "jpg" format.

4. All required audio-video recordings shall be in color and viewable in Microsoft Windows Media Player or Apple Quick Time Player.

5. An electronic files shall be submitted on a flash drive or a DVD (minus R format) as indicated herein.

II. Products

A. Divers and Equipment

1. Each diver shall be a certified commercial diver in good standing with the Association of Diving Contractors International (ADCI).

2. Diving supervisor shall be a certified commercial diving supervisor in good standing with ADCI.

3. All equipment shall be dedicated for potable water use only.

4. The divers shall use dry-suits dedicated to potable water use made of a material suitable for disinfection such as vulcanized rubber.

5. Divers shall use dry commercial diving hard hats.

6. Full-time, reliable voice communication between the surface and the diver shall be used.

III. Execution

A. General

1. General Safety

1.1. The Contractor is responsible for the safety of all workers and subcontractors and suppliers performing work on this project.
1.2. The Contractor shall protect the Owner, their agents, and the general public from harm attributable to Contractor's performance, or non-performance, of the work on this Project. The protection shall include, but not be limited to, providing the necessary safety equipment and instructions for its use by the Owner, and their agents.
1.3. The Contractor shall protect the existing structures and environment from damage attributable to the Contractor's performance, or non-performance, of the work on this Project.
1.4. The Contractor shall comply with the applicable standards of 29 CFR Part 1910 and 29 CFR Part 1926.
1.5. The listing of potential hazards shall in no way relieve the Contractor's responsibility for safety on this Project.
1.6. The interior of these tanks shall be considered a confined space hazard. The Contractor shall confirm to the Owner, in writing, prior to start of the Project that the Contractor has training programs, trained personnel, and is otherwise in compliance with CFR 19 10.146.

2. Diving Safety

2.1. Diving operations shall be performed in accordance with:
2.1.1. OSHA, 29 CFR, 1910 Subpart T – Commercial Diving Operations
2.1.2. ADCI, Consensus Standards for Commercial Diving Operations and Underwater Operations
2.2. When diving is performed, a minimum 3-man dive team according to OSHA regulation shall perform the work.

3. Contractor shall obtain a hydrant construction meter to measure and record the water used for cleaning. There will be no cost charged by the Owner to the Contractor for water used in cleaning and disinfecting the tanks.

B. Disinfection

1. When divers are used to clean the tank interior, such shall be disinfected prior to entering the tank. Evidence of such disinfection procedure shall be captured on an audio-video recording.

2. Following any tank cleaning in the dry, or if the water quality has been compromised, upon completion of all work, the Contractor shall disinfect the tank before placing in service. The Contractor shall furnish all the necessary materials, equipment and labor required to accomplish the disinfection. Disinfection shall be performed in accordance with the requirements of AWWA C652 "Disinfection of Water Storage Facilities" and the regulations of the state of Florida.

3. Disposal of Chlorinated Water: Reduce chlorine residual of disinfection water to less than one milligram per liter if discharged onto the ground prior disposal. Treat water with sulfur dioxide or other reducing chemicals to reduce chlorine residual. Flush tank and lines until residual is equal to that in the existing water system.

C. Tank Repair Reports

1. The Contractor shall prepare a report which presents in tabular and narrative form documentation of all work completed by the contractor for the items in the following paragraphs. Each tank shall be addressed separately.
2. The Report shall include the following general information for each tank:

    2.1. Location and address of tank
    2.2. Name of tank erectors
    2.3. Date of erection
    2.4. Type of tank
    2.5. Tank capacity
    2.6. Tank diameter
    2.7. Overflow elevation
    2.8. Bottom elevation
    2.9. Number of columns, if applicable
    2.10. Date of last Cleaning

3. The report shall include the following coating information for each tank:

    3.1. Date of last recoating – interior and exterior
    3.2. Coating materials used in last recoating – interior and exterior
    3.3. Coating method used on previous coating (overcoat versus blast and recoat)

4. The report shall include photographic and audio-visual documentation of the following:

    4.1. Photographs of all items noted in Paragraph C of this Section
    4.2. Tank Exterior
        4.2.1. Provide a clear, narrated audio-video recording of the Pre and Post to repair tank conditions
        4.2.2. Provide photographs of repaired areas
    4.3. Interior repairs by Divers (If applicable)
        4.3.1. Provide a clear narrated audio-video recording depicting diver disinfection and the condition of the pre and post condition of tank including all repairs.
        4.3.2. Provide photographs of repaired areas
5. Four printed, bound copies of each report shall be provided, with required photographs printed in the report with a caption identifying what is depicted in each photographs. Required audio/video recordings shall be included on a DVD (minus R format) and included in a pocket in each report. One electronic version of each report shall also be provided on a flash drive, including the required audio/video recordings.

D. Tank Cleaning

1. Prior to cleaning, gather four samples of the sediment from the bottom for the Owner.

2. The interior of tanks designated to be cleaned in the dry shall be cleaned in the "dry" (tank drained to no more than two inches of standing water) shall be performed by pressure washing the floor and walls to remove all visible sediment. The contractor shall assume that the Owner will drain the tanks to no more than five feet of standing water, and that the Contractor shall be required to perform the balance of the draining of the tanks.

3. The interior of the tanks designated to be cleaned in the wet shall be cleaned by the use of divers with an underwater vacuum system and brushes to remove sediment and bio-growths.

4. The exterior of tanks shall be pressure washed cleaned to remove all bio-growths, mold, mildew and all other deleterious substances.

5. The sediment and cleaning water shall be disposed of in one of the following manners:

    5.1. At the local wastewater treatment facility or other permitted disposal facility;
    5.2. Directly into sanitary sewer system, provided the discharge rate is less than 200 GPM; or
    5.3. Directly into storm sewer system, provide
        5.3.1. The discharge rate is less than 200 GPM, and

5.3.2. Provided that the grit is removed prior to discharge by use or a sedimentation chamber or other acceptable means.

6. Provide photographic and audio-video documentation of tank interior and exterior before and after cleaning.

WEST PALM BEACH

SECTION 2 – CONTRACT TERMS / SPECIAL PROCUREMENT TERMS

2.1 3.1 **Pre-Bid Conference**. If scheduled, a pre-bid conference will provide potential bidders the opportunity to ask questions and receive clarification concerning the Project and to emphasize safety factors, hazards, or potential interference of other projects. If a pre-bid conference is scheduled, attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the Project site and attendance is recommended as no individual appointments will be made.

Date: March 5, 2019
Time: 10:00 AM
Place: Water Treatment Plant (West Entrance) 700 N. Australian Avenue, West Palm Beach, FL 33401

Please bring your copy of the Invitation to Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Department at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

2.2 **Licenses / Certifications / Receipts**. The Bidder will be required to have at the time of bid submittal, the following current license(s)/certification(s):

- General Contractor's License
- American Petroleum Institute (API) Certification for Steel Tanks and Hydropneumatic Tanks

2.3 **Business Tax**. The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration. See Section 4.24 for additional information.

2.4 **Equal Benefits Ordinance**. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each bidder shall submit an Equal Benefits certification with its Bid.

2.5 **Insurance**. Contractor(s) shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than $1,000,000.00 Combined Single Limit per each occurrence and $2,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding $25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee".

(c) **Automobile Liability**: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Contractor(s) shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Contractor's insurance policy is a claims made policy, Contractor(s) shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

2.6 **Small Business Participation**. In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is:

0% of the total contract value.

2.7 **Services Provided in Response to Natural Disaster / Emergency.**

Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Supplier. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in Exhibit A (the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Agreement upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

2.8 **Other Special Terms**:

a. Work Schedule and Locations:
   - Contractors will provide services on an as-needed basis in accordance with work schedules provided in each Work Order.
   - Contractors may be required to work at various City-owned facilities and locations

b. Work Orders
   - Time of Completion for the work authorized under each work order shall be provided in the Work Order.
   - The City shall issue individual work orders from time to time on an "as-needed" basis for each assignment. The services to be provided under each assignment shall commence and be completed by the dates indicated in each work order. All terms and conditions of the Invitation to Bid and Contract will be applicable to and incorporated in each work order. The individual orders will specify the work to be performed, its location, the not-to-exceed cost (based on the contract unit price and a schedule for completion.
   - The City does not guarantee any minimum amount of work, or the extent of the services required.
   - All work shall be in accordance with the technical specifications set forth herein. The City reserves the right to utilize developed specifications for the work.

c. Contract Term
   - The Contractor shall be awarded a contract for thirty-six (36) months. The contract may be renewed for up an additional two (2) year term. Options to renew will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base

contract. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

d. Contractor shall comply with all federal, state, and local regulations.

e. Method of Ordering Work
Direct Orders. The Contractor(s) will be authorized to perform work directly using a purchase order for Work requested under $10,000. Direct Orders may be issued by a Department Director or Utilities Director. All such work shall be performed and invoiced pursuant to the terms of the Contract and all terms and conditions of this ITB. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies, in accordance with the Contract terms and provisions.

Work Orders. The City may issue a Work Order for specific Work which may require a detailed scope of work, specific completion dates or schedules, the "not to exceed" price, a performance/payment bond if required, or other special terms deemed necessary for the task. Such Work Orders will be in a form similar to the Work Order sample included in this ITB. All terms and conditions of the Contract Documents will be applicable to each Work Order. Upon completion of each Work Order task, the Contractor will submit an individual invoice for each Work Order along with a copy of the related Work Order, and all other forms required by the Contract Documents.

f. Permits. Contractor shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits, or certification shall be reported to the City within thirty (30) days.

WEST PALM BEACH

SECTION 3 – BID EVALUATION

3.1 **Minimum Qualification**. To be evaluated for award, Bidders must meet the following minimum qualifications:

1. Bid. The Bid shall be timely received.
2. Signatures. The Bid (Form B2) and all documents requiring signature are included and have been signed by an appropriate officer.
3. License. Bidder shall be properly licensed / registered to perform work in the State of Florida, Palm Beach County, and the City of West Palm Beach.
4. Small Business Goal. The bid includes a commitment to meet or exceed the established small business goal for the Project.
5. Convicted Vendor List. Bidder has not been placed on the Convicted Vendor List kept by the Florida Department of Management Services, within 36 months of bid submittal.
6. Discriminatory Vendor List. Bidder has not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.
7. Scrutinized Company. For bids of any amount, Bidder is not on the Scrutinized Companies that Boycott Israel List or is not engaged in a boycott of Israel. For bids over $1 million, Bidder is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business activities in Syria or Cuba.
8. Minimum Experience. Contractor must have completed a minimum of three (3) water storage tank cleaning and/or repair projects. Projects provided to evidence experience requirement must have been completed on time and within budget.

3.2 **Evaluation Factors**. Bids will be evaluated based on the following evaluation factors, in addition to those factors established in the City's Procurement Code, in determining the best value to the City. Price alone is not the determination of best value to the City.

1. Contractor firm experience and reference responses. Skill, workmanship, and experience demonstrated by the Bidder, and its subcontractor(s), in performing the same type of work or services as those sought by the City.
2. Firm capacity in terms of personnel, equipment and workload.
3. Contractor personnel.
4. Firm capacity in terms of financial viability and ability to provide required insurance and business tax receipts.
5. Past performance of Bidder on City Projects or work.
6. Ability to meet the requirements of the solicitation.
7. Adherence to specifications and requirements.
8. Prices, costs or rates set forth in the schedule of bid prices.
9. Evidence of ability to work efficiently and cooperatively with City staff;
10. Small business participation.
11. Compliance with the equal opportunity provisions of the procurement code.
12. Compliance with the equal benefits provisions of the procurement code.

13. Impact to local economy in comparison to other bidders.

14. Any suspension or debarment by any government entity; Any prior conviction for bribery, theft, forgery, embezzlement, honest services fraud, falsification or destruction of records, or other offense indicating a lack of business integrity or honesty; any prior violation of State, City or County ethical standards. Suspension or debarment by the City or another government entity.

15. Consideration of any other factors or requirements specific to the ITB.

16. Such other information as may be obtained by the City.

WEST PALM BEACH

SECTION 4 – INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

4.1 **INQUIRIES**. Any and all inquiries regarding this ITB or the project must be directed in writing, by US mail, fax or email to:

City of West Palm Beach
Purchasing Department – 3rd Floor
401 Clematis Street
West Palm Beach, FL 33401

Fax: (561) 822-1564

Purchasing Agent: Nate Rubel
E-mail: nrubel@wpb.org

Inquiries regarding the Small Business Program may be directed to:

Aisha Darrough-Slade
(561) 822-2100
Email: ADarrough@wpb.org

Inquiry Deadline. Any and all inquiries regarding this ITB or the Project (other than the Small Business Program) must be directed in writing, by US mail, fax or email to the purchasing agent indicated in this ITB. All questions or inquiries must be received no later than **ten (10) calendar days prior** to the Bid Submittal Deadline.

No interpretation of the Invitation to Bid will be made for any Bidder, except by written addendum. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its Bid. Only written addenda will be legally binding.

4.2 **NO LOBBYING**. Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City officers and employees, or any consultant or other person related or involved with this Invitation to Bid or the Project, other than an employee of the Procurement Department. Bidder's representatives shall include, but not be limited to, the Bidder's employees, partners, officers, directors, consultants, lobbyist, attorney or any actual or potential subcontractors or consultants of the Bidder. Contact with the Procurement Department may be for clarifications only. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall terminate at the time the City approves execution or executes the contract, rejects all bids, or otherwise takes action which ends the solicitation process.

4.3 **ITB DOCUMENTS**. This Invitation to Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference. It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this package. Submission of a Bid implies a full understanding of the Invitation to Bid,the drawings and specifications, any special terms, and the Work. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure by a basis for claiming additional compensation.
If a Bidder suspects an error, omission or discrepancy in this solicitation, the Bidder must immediately, and in any case not later than ten (10) calendar days in advance of the Bid Submittal Deadline, notify the procurement agent identified above.

4.4 **BIDDER'S RESPONSIBILITY**. It is the responsibility of each Bidder, before submitting a Bid, to:

a. Examine the Invitation to Bid and ITB Documents thoroughly;
b. Take into account federal, state and local laws and regulations that may affect costs, progress, performance, furnishing the Work or contract award;
c. Carefully correlate Bidder's observations with the ITB Documents;
d. Carefully review the ITB Documents and notify the Procurement agent of any conflicts, errors, or discrepancies in the ITB Documents of which Bidder knows or reasonably should have known.
e. Verify whether any addenda have been issued and obtain same.

Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to City.

Bidder shall check all specifications and drawings furnished with the ITB and shall, prior to the Inquiry Deadline, notify WPB Procurement, in writing, of any illegibility, error, omission, defect, conflict, ambiguity or discrepancy discovered in such specifications and drawings and shall comment as appropriate upon construction feasibility and practicality. .

The submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing the furnishing the work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all term and conditions for performance and furnishing the work.

4.5 **ADDENDA.** Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid Submittal Deadline, as a written addenda distributed to all prospective bidders who have obtained the Bid package directly from City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is responsible for obtaining, reviewing and executing each addendum and submitting each addendum with its Bid. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their Bid. **Bidders are cautioned to check the Procurement web page at www.wpb.org for addenda prior to submitting their Bid**. The City shall not be responsible if a Bidder fails to receive any addendum issued. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its Bid. No interpretation of the Invitation to Bid will be made for any Bidder, except by written addendum.

4.6 **FORM OF BID**. Unless otherwise instructed, **all Bids must be submitted on the provided Bid forms.** An original and the designated number of copies of each Bid are required. The City may require an electronic copy and/or electronic spreadsheet of the bid prices. A complete Bid package, and all other required documents must be submitted in order for the Bid to be considered.

4.7 **USE OF CITY LOGOS, TRADEMARKS OR SEALS**. Bidder shall not duplicate or utilize the City's logo, trademarks or seals in its Bid package or any other documents or materials without prior specific City authorization.

4.8 **BID SUBMITTAL**.

a. **One (1) original, one (1) electronic version and two (2) copies** of the Bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the firm name, Bid number, project title, and Bid submittal deadline. Bids submitted by telephone, facsimile or email shall not be accepted. Bids shall be mailed or hand-delivered to:

City of West Palm Beach
Procurement Department – 3rd floor
401 Clematis Street
West Palm Beach, FL 33401

b. Time is of the essence and any Bid received after the Bid Submittal Deadline will be returned unopened and will not be considered. The Bidder assumes responsibility for having the Bid delivered on time at the place specified. Bidders are cautioned to allow adequate time for security screening at the delivery site. A valid photo ID may be required for personal delivery. The time of receipt shall be determined by the time clock located in the Procurement Department. Bidders are responsible for insuring that their Bid is stamped by the City Procurement Department personnel by the Bid Submittal Deadline. The Procurement Department shall in no way be responsible for delays or late receipt caused by any occurrence or any third party courier.

c. **All Bids must be submitted on the provided Bid forms**. Bids submitted on Bidder Letterhead or quotation forms will not be accepted.

d. All Bids must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Failure to submit a duly signed bid shall be cause for rejection of the bid. Please sign in blue ink. Signatures must be original. Electronic signatures are not accepted.

e. **Mandatory**: All Bids must include the **Schedule of Bid Prices** in **both** a signed **paper** format and an **electronic spreadsheet** format (provided with ITB package). **Failure to submit an electronic spreadsheet format of the bid tabulation shall be cause for rejection of the Bid.**

****IMPORTANT***: The electronic Schedule of Bid Prices shall be submitted with the original paper Bid package by means of a compact disk, flash drive or other digital data storage device. The paper Schedule of Bid Prices and the electronic version shall be materially consistent and contain the same information. In case of a discrepancy, the signed paper Schedule of Bid Prices shall prevail.

AVOID BID REJECTION*:*

Bids may be rejected for noncompliance to requirements after review by the Procurement Official.

- All Bids must be submitted on the provided Bid forms.
- Forms B2 and B3 must be signed in blue ink by an officer authorized to bind the Bidder.
- All Forms must be fully completed.
- Electronic spreadsheet bid tabulation must accompany the Bid.

4.9 ERRORS / CORRECTIONS. Bids having corrections must be initialed in ink by the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Do not erase or "white out" errors. Any illegible entries, pencil bids or corrections not initialed will not be accepted. In the event of mathematical extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the Bidder's total will be corrected accordingly. Bidders shall not be allowed to modify their Bids. Bid containing substantial errors may be withdrawn provided request to withdraw is made prior to the bid opening time and date.

4.10 **BID PRICES**. All Bid prices shall remain valid for not less than ninety (90) days after the Bid Submittal Deadline or other time stated in this ITB. Prices must be stated in the units specified on the Schedule of Bid Prices Form.

4.11 **NON-COLLUSION**. By submittal of a Bid, Bidder certifies that its bid is made independently and free from collusion. Failure of a Bidder to disclose any relationship required by law or ethics provisions shall be reason for debarment by the City. Affidavit of Prime Bidder re Non-collusion (**Form B8**) must be included with the Bid.

4.12 **DRUG-FREE WORKPLACE**. The City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City. Bidder shall be required to enforce a drug-free workplace for all Bidder personnel working under the contract. Specifically, all Bidder personnel who are working under the City's contract must be notified in writing by Bidder that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Bidder agrees to prohibit the use of intoxicating substances by all Bidder personnel and will ensure the Bidder personnel do not use or possess illegal drugs while in the course of performing their duties. Drug Free Certification (**Form B9**) must be included with the Bid.

4.13 **EQUAL BENEFITS ORDINANCE**. Section 66-9 of the City Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners. Each Bidder shall submit an Equal Benefits certification with its Bid (**Form B17**).

4.14 **CONVICTED VENDOR LIST**. Pursuant to Fla. Stat. Sec. 287.133, a person or affiliate who has been placed on the Convicted Vendor List maintained by the State of Florida may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may

not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.15 **DISCRIMINATORY VENDOR LIST**. In accordance with Fla. Stat. Sec. 287.134, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

4.16 **SCRUTINIZED COMPANIES LISTS**. Pursuant to Fla. Stat. Sec. 287.135, Contractor represents that Contractor is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars ($1,000,000) or more, Contractor represents that neither the Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities. (**Form B18**).

4.17 **FEDERAL LABOR / EMPLOYMENT LAWS**. In accordance with Fla. Stat. Sec. 255.20, any contractor may be considered ineligible to bid by the City if the contractor has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

4.18 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the Bidder. The City reserves the right to reject bids that the City deems unacceptable.

4.19 **CONFLICT OF INTEREST.** Bidders must disclose with its Bid the name of any officer, director, or agent of Bidder who is also an employee of the City of West Palm Beach. Further, all Bidders must disclose the name of any City of West Palm Beach employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its affiliates.

4.20 **MODIFICATION / WITHDRAWAL**. Bidders shall not be allowed to modify their Bids. Bid containing substantial errors may be withdrawn provided request to withdraw is made prior to the bid opening time and date. Written requests to withdraw a Bid must be addressed and labeled in the same manner as the Bid and marked as "Withdrawal". Requests for withdrawal after the bid opening may result in forfeiture of the bid bond or security.

4.21 **BID OPENING**. Bids shall be opened by Procurement Department staff at the time indicated in this ITB. At such public meeting, the name of the Bidder and the total Bid amount shall be announced. The City reserves the right to postpone the date for receipt and opening of bids and will make a reasonable effort to provide prior notice of such postponement.

4.22 **COST JUSTIFICATION**. In the event only one response is received, the City may require that the Bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

4.23 **DUN & BRADSTREET REPORT**. The City may review the Bidder's rating and payment performance to assist in determining a Bidder's financial responsibility and financial viability when being evaluated for a contract award.

4.24 **BUSINESS TAX.** The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt, shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

4.25 **CONTRACT AWARD**. The selection of a Bidder shall be based on the best value to the City. Best value means the overall value to the City in the City's sole discretion, as determined by considering the evaluation factors and selection criteria set out in this ITB and the factors in Sec. 66-71 of the City Code (Procurement Code). The decision of the City shall be final. The selected Bidder(s) will be notified in writing of the City's intent to award a contract and notice of the intended award will be posted to the Procurement web page. Award of a contract cannot be assigned by Bidder.

4.26 **CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE**. When considering two or more qualified bids, and at least one of which is from a certified service-disabled veteran business enterprise, as defined in Fla. Stat. Sec. 295.187, and such bid is equal with respect to all relevant considerations, including price, quality and service, such contract shall be awarded to the certified service-disabled veteran business enterprise.

4.27 **STATE-APPROPRIATED FUNDS**. If 50 percent (50%) or more of the contract will be paid from state-appropriated funds which have been appropriated at the time of competitive selection, selection will not be based on any preference for maintaining an office or place of business within the City, or hiring employees or subcontractors from within the City, or Bidder's prior payment of local taxes, fees or assessments.

4.28 **CONTRACT**. Bidder must be prepared for the City to accept the Bid as submitted. **Within 10 days of receipt, the awarded Bidder shall execute the Contract and provide the City with the certificate(s) of insurance for the contract**. Inability to timely meet this requirement may result in delays that will deem the Bidder to not be in the best interest of the City, and the City may withdraw the contract and provide a notice of intent to award to another bidder. The City and Bidder will be contractually bound only if and when a written contract between the parties is executed by the appropriately authorized City officials and Contractor officers. In the event a contract is not executed with the selected Bidder, the City reserves the right to retain the bid security and to select the next "best value" bidder and to contract with said bidder.

4.29 **COSTS.** All costs incurred by any Bidder in responding to this Invitation to Bid are the sole responsibility of the Bidder.

4.30 **PROTEST PROCEDURE.** Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest, but no later than seven (7) calendar days after the issuance of a Notice of Intent to Award. The protest shall be considered filed when it is received by the Procurement Official. Protests shall be accompanied by the required bond or security. Failure to file a protest in accordance with the requirements of the Procurement Ordinance shall constitute a waiver of said protest.

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WEST PALM BEACH

SECTION 5 – STANDARD TERMS

The following terms shall govern this ITB and the resulting Contract:

5.1 **City is Document Gatekeeper**. This ITB is issued directly by the City of West Palm Beach and City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Purchasing Department. City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than City's) or other sources not connected with City and the Bidder should not rely on such sources for information regarding any solicitation made by City.

5.2 **Official Solicitation Document**. Changes to the ITB made by a Bidder may not be acknowledged or accepted by City. Award or acceptance of a contract does not constitute acceptance of a changed term, condition or specification, unless specifically acknowledged and agreed to by City. The copy of the ITB published and maintained by City shall be the official solicitation document.

5.3 **Copying of Bids**. Bidder grants to City permission to copy all parts of its Bid, including without limitation any documents and/or materials copyrighted by the Bidder. The City's right to copy shall be for internal use in evaluating the Bid.

5.4 **Public Records**. City is governed by the Sunshine law and the Public Records law of the State of Florida.

A. Bid Documents. Bid packages shall become the property of City and shall not be returned. Bid documents received by the City are exempt from public disclosure until such time as the City provides notice of intent to award or until 30 days after bid opening, whichever is earlier. If the City rejects all bids and intends to reissue the ITB, then the rejected bids remain exempt from public disclosure until such time as the City provides notice of intent to award, or until the City withdraws the reissued ITB. A bid shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all bids.

B. Exemption from Disclosure. Bidders must claim the applicable exemptions to disclosure of information provided in their Bid package by identifying the materials to be protected, and must identify the applicable legal authority for the exemption under state statutes. Such information must be identified accordingly on each and every page of the Bid package where applicable. No claim of confidentiality or proprietary information in all or any portion of a Bid package will be honored unless a specific exemption from the public records law exists and it is cited in the Bid package. If a Bidder believes any of the information contained in its Bid package is exempt from the public records law, the Bidder must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the City will treat all material received as public records. City reserves the right to make any final determination of the applicability of the Public Records Laws.

C. City Documents and Records. Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Contract. A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor. The Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

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 CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

D. Exemption. Records that are exempt or confidential are exempt from public records disclosure requirements. Exempt records may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Bidder, except as authorized by law and specifically authorized by City. Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

5.5 **Right to Audit**. The City shall have the right to audit Bidder's books and records, at the City's expense, upon prior notice, with regard to the work under the contract. Bidder shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to the Contract. If an audit inspection discloses overpricing or overcharges (of any nature) by Bidder to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Bidder and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Bidder within 45 days from presentation of City's findings to Bidder.

5.6 **Records Maintenance**. The Bidder awarded the contract under this ITB shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten (10) years after final payment, or the final resolution of any related litigation. City shall have access to all records, documents, and information collected and/or maintained by Contractor and its subcontractors, material men and suppliers in the course of the contract. If records are unavailable locally, it shall be Bidder's responsibility to insure that all required records are provided to City at Bidder's expense.

5.7 **Commencement of Work**. If a Bidder begins any billable work prior to the City's final approval and execution of the contract, Bidder does so at its own risk.

5.8 **Background Check.** The City may conduct criminal, driver history, and all other background checks of Bidder personnel who would perform work under the contract or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent or other Bidder personnel that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

5.9 **Use of City Name; Logos or Seal.** Contractor will not use the name of the City of West Palm Beach in any advertising or publicity without obtaining the prior written consent of the City. Contractor will not use the City logos or seals in any document or report without the prior written consent of the City.

5.10 **News Releases / Publicity**. News releases, publicity releases, or advertisements relating to this ITB or resulting contract or work authorizations shall not be made without prior City approval.

5.11 **Independent Contractor**. It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees or subcontractors, not City employees. Accordingly, Contractor and Contractor's employees or subcontractors are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

5.12 **Termination for Non-Appropriation.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

5.13 **Ethics Requirements**. All Bidders and the awarded Contractor shall comply with the ethics requirements of the City Code and the Palm Beach County Ethics Code. No Bidder may employ, directly or indirectly, the mayor any member of the City Commission or any director or department head of the City. The City Code prohibits any employee of member of their immediate family or close personal relation to receive a benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder of an interest of 10% or more, or any business entity in which they have a significant or controlling financial interest. The City will not accept gifts, gratuities or products from Bidders and affiliates or agents.

5.14 **Lobbying Certification**. Bidder certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with the contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

5.15 **Inspector General**. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors. Bidder shall agree that in addition to all other remedies and consequences provided by law, the failure of Bidder or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of the contract justifying its termination.

5.16 **Compliance with Applicable Laws**. Bidder must obtain all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Bidder must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of the awarded contract and must comply with the same at its own expense.

5.17 **State of Florida Division of Corporations Information**. It is the Bidder's responsibility to comply with all state business requirements. All corporations, companies and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. If the Bidder is an out-of-state or foreign corporation, company or partnership, the Bidder must obtain the authority to conduct business in the State of Florida. Corporations, companies or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this ITB may be deemed non-responsible. If successful in obtaining a contract award under this ITB, the Bidder must remain in good standing throughout the contractual period of performance.

5.18 **Taxes**. Bidder shall be responsible for the payment of all taxes related to or arising out of Bidder's work or services under an awarded contract, including by way of illustration but not limited to, federal income tax, social security tax, unemployment insurance taxes and any other taxes or business taxes, as required. The City is exempt from paying state and local sales taxes and will furnish an exemption certificate upon request. Bidder is not entitled to use the City's tax exemption for its own purposes.

5.19 **Non-Discrimination**. In performing under the contract, Bidder shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation. Bidder and its subcontractors shall not unlawfully discriminate (as proscribed by federal, state, county, city and any other local law) against any employee, city employee working with the Bidder or its subcontractor, or applicant for employment with such Bidder or subcontractor on the basis of that person's race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation, or association with members of such protected classes. The Bidder or subcontractor shall take action to ensure that applicants are not discriminated against and that employees are treated equally during employment

5.20 **Safety and Environmental Laws**. In performing the work, the Bidder shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws and any other applicable rules, regulations and permits. Bidder bears full responsibility for training, safety, and providing necessary equipment for all Bidder personnel throughout the term of the Contract. Upon request, Bidder will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

5.21 **Federal and State Immigration Laws**. Bidder agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under any contract awarded. Bidder will ensure and keep appropriate records to demonstrate that all Bidder personnel have a legal right to live and work in the United States. The knowing employment by Bidder or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited.

5.22 **Prohibited Persons**. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

5.23 **Reservations of Rights by City; Disclosure and Disclaimer**.
Bidders interested in pursuing this opportunity are urged to make such evaluations as they deem advisable and to reach independent conclusions concerning statements in this ITB and any supplemental materials and drawings, based on their own investigation. Any reliance on the contents of this ITB, or on any other prior communications with the City or its employees, representatives or advisors shall be at Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this ITB.

City reserves the right to issue written addenda regarding this Invitation to Bid (ITB) to clarify, comment, correct, supplement, amend or otherwise modify this ITB prior to the Bid Submittal Deadline.

The City may seek clarification of the Bid from Bidder at any time, and failure to respond is cause for rejection.

The City reserves the right to inspect all facilities of Bidders.

Submission of a Bid confers on Bidder no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

The City does not warrant or represent that any award will be made as a result of the issuance of this ITB. Any recipient of this ITB or Bidder who responds hereto agrees to be bound by the terms of this ITB. Any Bid submitted pursuant to this ITB is at the sole risk and responsibility of Bidder.

This ITB is not to be construed as an offer by the City. This ITB may be withdrawn or cancelled, either before or after the Bid Submittal Deadline, and may or may not be re-bid when determined to be in the best interests of the City. Any withdrawal or cancellation of this ITB, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action taken by the City regarding this ITB, in making an award, withdrawal or cancellation of award, or failure or refusal to make any award, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, its employees, its advisors, or agents.

Bids may be considered irregular and may be rejected if the Bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of City, unbalanced either in excess or below the reasonable cost analysis values; 7) the Bid is in excess of the approved budget for the Work.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Any Bid received without an authorized signature or past the Bid Submittal Deadline will be rejected.

Any or all Bids may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. The City reserves the right to rebid the solicitation; to reject non-responsive or

non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any Bid. This Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City.

Any or all Bids may be accepted or rejected, in whole or in part, with or without cause, when determined by the City to be in the best interest of the City. Nothing in this ITB is intended to restrict the City in any way in the selection of the Bidder/Bid that best meets the needs of the City.
The City reserves the right to reject the Bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award.

No binding contract will exist between the Bidder and the City until a written contract is fully executed by the parties.

This ITB is being issued by City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City or its agents or advisors if any information herein contained shall be inaccurate or incomplete. This ITB is made subject to correction of errors or omissions, or withdrawal without notice.

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SECTION 6 – CITY OF WEST PALM BEACH SAMPLE CONTRACT

Contract No.
Procurement Method:

Provider Name:

Provider Address:

Email:

Telephone:

FEI/EIN #

THIS CONTRACT is made and entered into by and between the **PROVIDER** identified above and the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City").

WHEREAS, the City issued its Invitation to Bid No. 18-19-115 (the "ITB") pursuant to state and local law to solicit contractors to perform water storage tank cleaning and repair services on as needed basis, (the "Work" or "Services"); and

WHEREAS, the Provider submitted its Bid in response; and

WHEREAS, the City determined that the Provider's Bid represents the best value to City and wishes to contract with Provider under the terms and conditions contained in the Invitation to Bid;

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the City and Provider understand and agree as follows:

1. THE WORK.

1.1 Services. The Provider hereby agrees to furnish all the materials, equipment, tools, labor, supervision, licensing, permits, transportation and incidentals necessary to provide water storage tank cleaning and repair, on an as-needed basis for various City tanks. The Services shall be provided subject to and in accordance with the terms, conditions and provisions of the ITB, attached as **Exhibit A**, and the Bid, attached as **Exhibit B**. The ITB and Bid are expressly incorporated into this Agreement by reference. The ITB, Bid and this Agreement are collectively referred to as the "Contract Documents". All Services shall be performed in accordance with the Technical Specifications set forth in the ITB. Unless otherwise specified, the Provider agrees to furnish all equipment and labor necessary for the performance of the Work in a good, firm, substantial and workmanlike manner, in accordance with any applicable plans, drawings, and technical specifications. The Provider shall, if required, furnish satisfactory evidence as to the kind and quality of materials. There is no guarantee of any minimum value, quantity or frequency of work under this Agreement.

Services shall: (i) meet the requirement of Florida Administrative Code Section 62-5455.350(2);
(ii) comply with the OSHA Regulation for Lock Out/ Tag Out of each tank while diving.

Tank inspections shall be performed under the responsible charge of a professional engineer licensed in Florida.

Unless otherwise specified, all materials used shall be new and both workmanship and materials shall be of good quality. Services shall be provided in accordance with all applicable codes and standards, including OSHA, AWWA, ACI and standard pre-stressed concrete tank design.

1.2 Service, Fulfillment and Emergency Response Time. The Provider shall provide a 24-hour, 7 day a week telephone answering or beeper service to accept and record emergency service call requests from the City. Emergency service call requests such as, but not limited to, situations which present an unsafe or destructive condition, shall require work to be started within three (3) hours from time call is placed and Provider shall be available and service performed 24 hours a day, 7 days a week.

1.3 It is hereby made a part of this Agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the City, shall receive services on a "first priority" basis.

1.4 Services Provided in Response to Natural Disaster / Emergency. Provider provides services that the City may require in the event of a hurricane or other disaster. Provider acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Provider or reimburse the City for payments made to Supplier. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Provider desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Provider agree that with respect to any services or work performed or provided by Provider or its subcontractors under the Agreement arising or related to a disaster event, the provisions set forth in the FEMA Addendum (the "FEMA Requirements"), a copy of which is attached hereto as **Exhibit C** and incorporated herein by reference, shall apply. The FEMA Requirements shall only modify this Agreement upon the provision by Provider of work or services required as a result of a disaster. The terms and conditions of the Agreement and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Agreement and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

1.5 Permits. Contractor shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits, or certification shall be reported to the City within thirty (30) days.

2. Non-Exclusive. This Agreement is non-exclusive and the City reserves the right to contract with other parties for the Services provided herein.

3. Method of Ordering.

3.1 Direct Orders/Purchase Orders. Services under $10,000 may be requested by Purchase Order. For work not exceeding $10,000, the Provider will have three (3) working days from the date of the City's request to submit a budgetary estimate. Failure to timely submit a budgetary estimate may result in loss of work to the Provider and the City awarding work to another available contractor. In the event that the City and Provider fail to agree on the proposed scope and cost estimate, the City may move on to negotiate with another provider.

3.2 Work Orders. Services in excess of $10,000 will be requested by the City via Work Order. As funding becomes available, the City will issue a separate Work Order for each individual assignment on as needed basis, which shall be substantially in the same format as the Work Order attached at the end of this Contract and incorporated herein as **Exhibit D**. The services to be provided under the assignments shall commence and be completed by the dates indicated on the Work Orders. The individual Work Orders will specify the work to be performed, its location and not-to-exceed cost (based on the contract unit prices), and a schedule for performance. No work in excess of $10,000 is authorized until a Work Order is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Provider will submit an individual invoice, a copy of the original Work Order and the appropriate completed Small Business participation form as required by the Contract Documents. In the event that the City and Provider fail to agree on the proposed scope, schedule and cost estimate, the City may move on to negotiate with another available provider.

4. Estimated Expenditures. City does not guarantee any minimum amount of work needed or work orders issues, or to the extent of services to be required under this Agreement. It is understood and agreed that the City's obligation to pay under the Agreement is contingent upon an annual appropriation for its purpose by the City.

5. Rates. The rates for the Services and materials shall be those established in Provider's Schedule of Bid items in response to the City's ITB which are incorporated into this Agreement by reference. The fee for each individual work order shall be specified in the work order and shall be based on the rates from the ITB.

6. Invoices. Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. If Provider fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings. **Provider shall provide W-9 or FEIN# to City with first invoice.**

7. Payment. The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment of invoice(s) will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

8. Term.

8.1 Term of Contract. Subject to the termination rights of the City as provided herein, this Contract shall have a term of three (3) years, commencing as of the date of execution by the City.

8.2 Renewal. Upon the mutual written agreement of the parties, this Contract may be renewed for an additional two (2) year term. Contract renewal will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. Any renewals will be subject to appropriation of funds by the City.

9. No Lien. The Provider shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Provider.

10. Representations, Warranties and Covenants of Provider

10.1 **Authority**. Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

10.2 **Duly Licensed**. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

10.3 **No Contingency**. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

11. Standard of Care. The standard of care for all services performed or furnished by Provider under this Agreement will be the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

12. Safety Regulations. Provider shall ensure that the all Equipment, materials and procedures and training provided under this Agreement meet all local, State, OSHA and other Federal safety and any other applicable safety regulation.

13. Damage to Property. The Provider shall, at all times, guard against damage or loss to the property of the City and shall be responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property due to Provider or its agents or employees. Provider is responsible for any damage to public or private property by Provider, its employees or agents while performing the work under this Agreement.

14. Compliance with Laws.

14.1 Compliance with Laws. Provider shall comply with all applicable City, State and Federal laws relating to the scope of work under this Contract, now or hereafter in effect. It shall not be grounds for a change order that Provider failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

14.2 Non-Discrimination. In performing under this Agreement, Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14.3 Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, Provider represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

14.4 Public Entity Crimes. In accordance with Fla. Stat. Sec. 287.134, Provider certifies that Provider, its affiliates, suppliers, subcontractors and consultants who will perform under this Agreement have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement and that execution of the Agreement will not violate the statute. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

14.5 Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Provider represents that Provider is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars ($1,000,000) or more, Provider represents that neither the Provider firm nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

14.6 Federal Labor / Employment Laws. In accordance with Fla. Stat. Sec. 255.20, Provider represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

14.7 Prohibited Persons. Neither Provider nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Provider) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person").

15. Independent Contractor. Provider acknowledges and agrees that Provider is an independent contractor of the City. Provider more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Provider will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Provider under this Agreement. Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement. Provider acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Provider shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Provider's duties under this Agreement. Provider shall be responsible to the City for all work or services performed by Provider or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

16. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges

shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

17. Insurance.

17.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

17.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

17.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Provider's self-insurance retention.

17.4 Required Coverage: Provider shall maintain following liability coverage, in the limits specified:

Commercial General Liability. Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars ($2,000,000) (aggregate) and One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding $25,000.

Business Automobile Liability: Business automobile liability insurance with minimum limits of Two Million Dollars ($2,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

17.5 Additional Insureds. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying "the City of West Palm, its commissioners, officers, employees and agents", as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

17.6 Certificate of Insurance. Provider shall provide the City Risk Manager or the City Agreement Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Provider's receipt of Notice of Intent to Award the Agreement and, at any time thereafter, upon request by the City. It is Provider's responsibility to ensure that the Risk Manager and the Agreement Manager both have a current Insurance Certificate and endorsements at all times.

17.7 Renewal of Insurance: Provider shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Provider shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new

or renewed certificate which covers the contractual period, Owner may suspend this Agreement until such time as the new or renewed certificate/endorsements are received by City.

17.8 Waiver of Subrogation. The City and Provider waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

19. Termination.

19.1 Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party thirty (30) calendar days prior to termination. As a condition precedent to termination for cause, the defaulting party shall have the right to cure within a reasonable period

19.2 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Provider. Provider shall have no right to terminate this Agreement for convenience.

19.3 In the event of termination, Provider shall immediately deliver all documents, written information, electronic data, public records, and other materials concerning this Agreement in Provider's possession to the City and shall cooperate in transition of its duties to appropriate parties at the direction of the City.

19.4 In the event of termination, the City shall compensate the Provider for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement.

19.5 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

20. Notices. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Provider at the address on the first page of this Agreement; or to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator,, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

21. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

22. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours' notice to Provider. The City shall be the sole and final authority as to the availability of funds.

23. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

24. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

25. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Provider to City in writing within ten (10) business days after the start of the occurrence of such delay; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

26. Ethics; Conflict of Interest.

26.1 Provider shall comply with the ethics requirements of the City Code and the Palm Beach County Ethics Code.

26.2 Conflicts of Interest.

a. Provider represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.

b. Provider represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").

c. Provider represents that it does not employ, directly or indirectly any member of the Conflict Group.

d. Provider represents that neither it nor its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included

in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.

e. Provider represent that no member of the Conflict Group, who alone, or together with his household members, is a stockholder or holder of an interest, of 5% or more, in any business entity affiliated with Provider.

f. Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

g. Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

h. Provider, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i. Provider shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Provider. The City agrees to notify the Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Provider, the City shall so state in its opinion and the Provider may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Provider under this Agreement.

j. In the event Provider is permitted to utilize subcontractors to perform any Work under the Contract, Provider agrees to prohibit such subcontractors, by written contract, from having any such conflicts of interest.

26.3 Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

26.4 Inspector General. Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Provider and its subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of the Agreement justifying its termination.

27. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal, or as approved by the Small Business Division. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

28. Public Records Law.

28.1 **Public Records**. Provider shall comply with Chapter 119, Florida Statutes, regarding public records. Provider shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Agreement. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Provider, except as authorized by law and specifically authorized by City.

28.2 A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Provider of the request, and the Provider shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

28.3 Upon completion of the Agreement, Provider shall transfer, at no cost, to the City all public records in possession of Provider. Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

28.4 Failure of the Provider to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

28.5 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

29. Remedies. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by stature or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Agreement by Provider, Provider may be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in the City Code.

30. Time of Essence. Time shall be of the essence for each and every provision of this Agreement.

31. Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

32. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other

term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

33. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

34. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

35. Attorney Fees. In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

36. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

37. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument.

38. No Verbal Agreements. No verbal agreement or conversation with any officer, agent or employee of City either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of both City and Provider.

39. Exhibits. The Exhibits referenced in this Agreement are incorporated into this Agreement, regardless of whether they are attached.

40. Entire Agreement; Amendment. This Agreement including the Procurement Solicitation, the Proposal and any Exhibits, which are incorporated into this Agreement in their entirety, embody the entire agreementand understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be amended or modified by written amendment executed by the City and Provider.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

PROVIDER

By: _____

Print Name: _____

Title: _____

CITY OF WEST PALM BEACH

By: _____
_____, Mayor

Attest: _____
City Clerk

Date: _____, 20__

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

WEST PALM BEACH

City of West Palm Beach

WORK ORDER NO. _____

Contract #: _____

Contractor: _____

Work Order Task Title: _____

1. **Task / Project:**

A detailed Scope of Work is attached as **Exhibit A**.

2. **Schedule**

The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** ____.

3. **Compensation**

The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ ($_____) . A detailed schedule of values is attached as **Exhibit** ___.

4. **Small Business**

The small business commitment for this Work Order is _____%.

5. **Insurance.**

Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.

6. **Contract Reference**

This Work Order shall be performed under the terms and conditions described within the master contract titled_____, dated _____ by and between the City of West Palm Beach and the Contractor named above.

Contractor:

_____

By:_____

Print Name: _____

Title: _____

CITY OF WEST PALM BEACH

_____
Geraldine Muoio, Mayor

Date: _____

ATTEST: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approval as to form and legality
By:_____

WEST PALM BEACH

CITY OF WEST PALM BEACH (A1)

Prior Experience

Bidder Company Name: _____

Bidder shall provide a detailed summary of prior experience evidencing successful completion a minimum of three (3) water storage tank cleaning and/or repair projects. The Bidder shall provide current names and telephone numbers of agency references for each project provided.

PROJECT NAME: _____

Project Location: _____

Project Description: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Owner/Contact: _____

Name Title

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

NOTE: Include additional pages with the same format if Bidder wants to list other projects as proof of prior experience. List a minimum of three (3) similar projects.

Failure to fully and accurately provide the information required in Form A1 may result in disqualification of the Bid. All decisions of the City are final.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B1)

BID PACKAGE COVER SHEET

ITB 18-19-115 Project Title: Water Storage Tank Cleaning and Repair Services

Bidder Company Name: .....

The following documents must be included in the Bid package:

_____ 1. Prior Experience (A1)
_____ 2. Bid Package Cover Sheet. (Form B1)
_____ 3. Bid (Form B2) **Must be signed**
_____ 4. Schedule of Bid Prices (Form B3) **Must be signed**
_____ 5. Contractor Verification (Form B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
_____ 6. Reference List (Form B7)
_____ 7. Affidavit of Prime Bidder re Non-collusion (Form B8). Be sure to sign and notarize the signature.
_____ 8. Drug Free Certification (Form B9)
_____ 9. Equal Benefits Certification (Form B17)
_____ 10. Scrutinized Corporation Certification (Form B18)
_____ 11. Public Utilities Environmental Policy Receipt (if applicable, for utility project) (Form B19)
_____ 12. Copies of licenses, certifications and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

Submit one (1) original, one (1) electronic version and two (2) photocopies of your Bid package.

AVOID BID REJECTION:
All bids must be submitted on the provided Bid forms (A1, B1, B2, B3, B6, B7, B8, B9, B17, B18, B19).
Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B2)

BID

ITB 18-19-115

Proposal of: _____
(Bidder Company Name)

Bid Amount: $ See Schedule of Bid Items Form B3

See Schedule of Bid Items Form B3
(Write Dollar Figure Here)

The Bidder agrees to furnish all labor, equipment, tools, materials, manufactured articles, supplies, documents, permits, transportation and services, including fuel, power, water and essential communications, to be provided by Contractor to fulfill Contractor's obligations under the contract and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of the Contract Documents, all work.

The undersigned Bidder hereby declares that:

1. No Lobbying. Bidder acknowledges that contact by Bidder, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. This Bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined the Invitation to Bid, and Bidder has read all issued addenda issued.

4. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder..

5. Small Business participation for this project is 0%.

6. Bidder shall be responsible for all permitting fees and utility service connection fees.

7. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

8. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name *Address*

_____

_____

9. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

_____

_____

10. Bidder certifies that it has not been placed on the Convicted Vendor List maintained by the State of Florida for a period of 36 months from the date of this Bid.

11. Bidder certifies that it has not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

12. Bidder certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. If this Bid is equal to or greater than One Million Dollars ($1,000,000), Bidder further certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba.

13. Bidder certifies that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 yea

14. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: _____

Business Address: (Street, City, State, Zip Code) _____

_____

State of Incorporated: _____ Telephone:_____ Fax:_____

Email: _____

BIDDER:

_____

Signature of Official authorized to bind Bidder.
*(Sign in **blue** ink)*

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

WEST PALM BEACH

CITY OF WEST PALM

(B3)

SCHEDULE OF BID ITEMS

ITB 18-19-115
PROJECT TITLE: Water Storage Tank Cleaning and Repair Services

PLEASE SEE EXCEL WORKSHEET ATTACHED.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B6)

ITB 18-19-115

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

GENERAL CONTRACTOR OF RECORD:

Name: _____

Address: _____

_____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the General Contractor a full-time employee of Prime Bidder?

____ Yes _____ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

____ Yes _____ No

City License: **(COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT –MUST BE OBTAINED PRIOR TO CONTRACT EXECUTION** – *Maybe obtained from City Construction Services* **)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B7)

ITB 18-19-115

LIST OF REFERENCES

1. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

2. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

3. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

4. Owner's Name & Address: _____

_____

Project: _____

Contact Person _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

WEST PALM BEACH

(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____}

County of _____}

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____ the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: _____ (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name)_____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____*(Date)*

by: _____

_____ who is personally known to me or

_____who has produced _____ as identification

and who did /(did not) take an oath.

_____
Notary Public

Print Name: _____

Commission No. _____

WEST PALM BEACH

CITY OF WEST PALM BEACH **(B9)**

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Authorized Signature

_____
Print Name

_____
Date

WEST PALM BEACH

CITY OF WEST PALM BEACH (B17)

ITB 18-19-115

Equal Benefits Certification

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☐ **1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ **2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

____ The firm's price for the contract term awarded is $50,000 or less.
____ The firm employs less than five (5) employees.
____ The firm does not provide benefits to employees' spouses nor employees' dependents.
____ The firm is a government entity.
____ The contract is for the sale or lease of property.
____ Compliance would violate grant requirements or regulations of federal / state law.
____ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ **3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, _____, _____
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: _____

STATE OF _____}

COUNTY OF _____}

Sworn to and subscribed before me this _____ day of _____, 20_____, by

_____, as an act of ___ _____ (*firm*), who is

personally known to me or produced the following identification: _____.

[Seal]

Notary Signature: _____

Print Notary Name: _____

Commission No. _____

WEST PALM BEACH

CITY OF WEST PALM BEACH (B18)

SCRUTINIZED CORPORATION CERTIFICATION

I, _____, _____
(Print Name of Authorized Officer) (Title)

of _____
(Name of Firm)

hereby attest that:

1. For a bid of any amount, the company and its principals are not on the Scrutinized Companies that Boycott Israel List maintained by the State of Florida and do not engage in any boycott of Israel;

2. For a bid of One Million Dollars or more, the company and its principals certify that they:

   a. are not on the Scrutinized Companies with Activities in Sudan List;

   b. are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

   c. do not engage in business in Syria or Cuba.

3. I have the authority to sign this certification on behalf of the company and certify that the above information is true, complete and correct.

Signature: _____

STATE OF _____}

COUNTY OF _____}

Sworn to and subscribed before me this _____ day of _____, 20_____, by

_____, as an act of _____ (*firm*), who is

personally known to me or produced the following identification: _____.

Notary Signature: _____

Print Notary Name: _____

Commission No. _____

WEST PALM BEACH

CITY OF WEST PALM BEACH (B19)

PUBLIC UTILITIES DEPARTMENT
ENVIRONMENTAL POLICY

This form must be included with any Bid for work involving the City's water, waste water or storm water systems.

The Public Utilities Department (Utility), as a public service provider for source water conveyance, processing and distribution of water, the conveyance and treatment of sanitary waste, the operation of the storm water system and flood protection, and customer billing and service- have a responsibility to take a leadership role in conducting all operational activities in a manner that protects the environment, as we provide for the health and safety of our employees, customers, and the general public. We have a duty to balance social, environmental and economic factors to ensure the continued success and sustainable management of the Utility.

In keeping with this vision and our responsibility to protect and conserve the environment, we are committed to exceed **environmental compliance** and:

Work together for **continual improvement**

Avoid negative environmental impacts

Transform our Utility into an **environmental & safety leader**

Enhance **communication** of our vision

Re-evaluate and adjust our everyday tasks to **prevent pollution**

CONTRACTOR/CONSULTANT COMMUNICATION:

I, _____ (*Print first and last name*) **from** _____ (*Print name of company*), **acknowledge that the City of West Palm Beach Public Utilities Department has communicated their ISO 14001 Environmental Policy with me on** _____ (*Print date*).

(*Contact Project Manager for details.*)

X_____

(*Signature of contractor/consultant or representative*)

Revision History

6.27.16 & #1.0	Added (*Contact Project Manager for details.*)
1.17.17 #1.1	Changed approved by
5.24.17 #1.2	Updated Policy per EMS PU001

EXHIBIT A

FEMA
Federal Procurement Solicitation Terms

A. Funds for this project are derived from federal grants and therefore the successful contractor must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the Federal Requirements listed in this section and other provisions of the Procurement Solicitation, the Federal Requirements will govern and prevail.**

C. **Contract Award**. The contract will be awarded on the basis of the lowest responsive bid submitted by a bidder meeting the requirements of the Procurement Solicitation.

D. **Payment**. Payment shall be based on the unit rates/prices pursuant to the Agreement Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

E. **Additional Remedies**. In addition to any other remedies provided for in the Agreement or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Agreement by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

F. **Termination for Convenience**. The City may terminate this Agreement at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

G. **Compliance with State and Federal Reporting Requirements**. Contractor and its subcontractors shall comply with and the Agreement is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

H. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Agreement and any sub-contracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

I. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

J. **Access to Records**
(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Agreement for a period of not less than three (3) years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

K. **Procurement of Recovered Materials**
(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

L. **DHS Seal, Logo and Flags**
(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

M. **Compliance with Federal Law, Regulations, and Executive Orders**
(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

N. **Immigration and Naturalization Act**.
(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

O. **Fraud and False or Fraudulent or Related Acts**
(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

P. **Indemnity of Funding Entities**.
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Agreement.

Q. **Performance and Payment Bonds**.
(Applicable to all FEMA contracts)

If not already required under the Agreement, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

R. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

S. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

T. **Materials and Supplies**.
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

U. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

V. **Certification Regarding Use of Contract Funds for Lobbying**

(Byrd Anti-Lobbying (31 USC s. 1352)--Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II)(1)

The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

W. **Contract Work Hours and Safety Standards Act**

(Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

X. **Davis Bacon Act and Copeland Anti-Kickback Act**

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)
In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Agreement if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Y. **Rights to Inventions Made Under a Contract or Agreement**
(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Z. **Subcontracts**.
(Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

APPENDIX A

Appendix A contains, Pictures, Site Plans, and relevant Record Drawings.

Prior Experience

Bidder Company Name: CROM, LLC

Bidder shall provide a detailed summary of prior experience evidencing successful completion a minimum of three (3) water storage tank cleaning and/or repair projects. The Bidder shall provide current names and telephone numbers of agency references for each project provided.

PROJECT NAME: Jacksonville JEA

Project Location: 1425 Maitland Road, Jacksonville, FL 32211

Project Description: Complete reservoir rehabilitation, concrete repair, coatings, wall construction, cleanings and inspections.

Project Award Amount: $358,890.00

Final Project Total Amount: $361,410.00 Change Orders: $2,250.00

Scheduled Completion Date: 06/14/2017

Actual Completion Date: 07/25/2017

Owner/Contact: Michael E. Richardson

Name Title

Telephone: ( ) 904-759-4540 Fax: ( ) _____ E-Mail: richme@jea.com

NOTE: Include additional pages with the same format if Bidder wants to list other projects as proof of prior experience. List a minimum of three (3) similar projects.

Failure to fully and accurately provide the information required in Form A1 may result in disqualification of the Bid. All decisions of the City are final.

CITY OF WEST PALM BEACH (A1)

Prior Experience

Bidder Company Name: CROM, LLC

Bidder shall provide a detailed summary of prior experience evidencing successful completion a minimum of three (3) water storage tank cleaning and/or repair projects. The Bidder shall provide current names and telephone numbers of agency references for each project provided.

PROJECT NAME: City of Deltona

Project Location: 255 Enterprise Road, Deltona, FL. 32725

Project Description:

Four year maintenance agreement with the city for 10 concrete tanks, inspections and cleanings, materials replacement, concrete repair and coating.

Project Award Amount: $275,000.00

Final Project Total Amount: $451,828.00

Scheduled Completion Date: 09/30/2018

Actual Completion Date: 10/01/2018

Owner/Contact: Shane Churney

Name Title

Telephone: ( ) 561-822-2290 Fax: ( ) E-Mail: schurney@deltona.gov

NOTE: Include additional pages with the same format if Bidder wants to list other projects as proof of prior experience. List a minimum of three (3) similar projects.

Failure to fully and accurately provide the information required in Form A1 may result in disqualification of the Bid. All decisions of the City are final.

CITY OF WEST PALM BEACH (A1)

Prior Experience

Bidder Company Name: CROM, LLC

Bidder shall provide a detailed summary of prior experience evidencing successful completion a minimum of three (3) water storage tank cleaning and/or repair projects. The Bidder shall provide current names and telephone numbers of agency references for each project provided.

PROJECT NAME: City of West Palm Beach

Project Location: Multiple Locations

Project Description:

Cleanings, inspections, materials replacement, concrete repair and disinfections.

Project Award Amount: $750,000.00

Final Project Award Amount: $1,136,291.86

Scheduled Completion Date: 04/02/2018

Actual Completion Date: 11/01/2018

Owner/Contact: City of West Palm Beach, Sandra Feliciano

Name Title

Telephone: ( ) 561-350-1885 Fax: ( ) _____ E-Mail: sfeliciano@wpb.org

NOTE: Include additional pages with the same format if Bidder wants to list other projects as proof of prior experience. List a minimum of three (3) similar projects.

Failure to fully and accurately provide the information required in Form A1 may result in disqualification of the Bid. All decisions of the City are final.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B1)

BID PACKAGE COVER SHEET

ITB 18-19-115 Project Title: Water Storage Tank Cleaning and Repair Services

Bidder Company Name: CROM, LLC

The following documents must be included in the Bid package:

x	1.	Prior Experience (A1)
x	2.	Bid Package Cover Sheet. (Form B1)
x	3.	Bid (Form B2) **Must be signed**
x	4.	Schedule of Bid Prices (Form B3) **Must be signed**
x	5.	Contractor Verification (Form B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
x	6.	Reference List (Form B7)
x	7.	Affidavit of Prime Bidder re Non-collusion (Form B8). Be sure to sign and notarize the signature.
x	8.	Drug Free Certification (Form B9)
x	9.	Equal Benefits Certification (Form B17)
x	10.	Scrutinized Corporation Certification (Form B18)
x	11.	Public Utilities Environmental Policy Receipt (if applicable, for utility project) (Form B19)
x	12.	Copies of licenses, certifications and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

Submit one (1) original, one (1) electronic version and two (2) photocopies of your Bid package.

AVOID BID REJECTION:
All bids must be submitted on the provided Bid forms (A1, B1, B2, B3, B6, B7, B8, B9, B17, B18, B19).
Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B2)

BID

ITB 18-19-115

Proposal of: CROM, LLC
(Bidder Company Name)

Bid Amount: $ See Schedule of Bid Items Form B3

See Schedule of Bid Items Form B3
(Write Dollar Figure Here)

The Bidder agrees to furnish all labor, equipment, tools, materials, manufactured articles, supplies, documents, permits, transportation and services, including fuel, power, water and essential communications, to be provided by Contractor to fulfill Contractor's obligations under the contract and shall execute and complete, to the satisfaction of Owner and in accordance with the terms and conditions of the Contract Documents, all work.

The undersigned Bidder hereby declares that:

1. No Lobbying. Bidder acknowledges that contact by Bidder, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. This Bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined the Invitation to Bid, and Bidder has read all issued addenda issued.

4. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder..

5. Small Business participation for this project is 0%.

6. Bidder shall be responsible for all permitting fees and utility service connection fees.

7. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

8. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name	*Address*
N/A	

9. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name	*Address*
N/A	

10. Bidder certifies that it has not been placed on the Convicted Vendor List maintained by the State of Florida for a period of 36 months from the date of this Bid.

11. Bidder certifies that it has not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

12. Bidder certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. If this Bid is equal to or greater than One Million Dollars ($1,000,000), Bidder further certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba.

13. Bidder certifies that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 yea

14. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: CROM, LLC

Business Address: (Street, City, State, Zip Code) 250 SW 36th Terrace
Gainesville, FL 32607

State of Incorporated: FL Telephone: 352.372.3436 Fax: 352.372.6209

Email: Ccradmin@cromcorp.com

BIDDER:

Signature of Official authorized to bind Bidder.
*(Sign in **blue** ink)*

Print Name: ROBERT OYENARTE

Title: PRESIDENT

Date: 3/26/2019

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

WEST PALM BEACH

CITY OF WEST PALM

(B3)

SCHEDULE OF BID ITEMS

ITB 18-19-115
PROJECT TITLE: Water Storage Tank Cleaning and Repair Services

PLEASE SEE EXCEL WORKSHEET ATTACHED.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B6)

ITB 18-19-115

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: CROM, LLC

Address: 250 SW 36th Terrace
Gainesville, FL 32607

Telephone: ( ) 352.372.3436

Fax: ( ) 352.372.6209

GENERAL CONTRACTOR OF RECORD:

Name: Robert G. Oyenarte

Address: 250 SW 36th Terrace
Gainesville, FL 32607

Email: Ccradmin@cromcorp.com

State License # CGC1517301 **(ATTACH COPY)**

County License # 36596 **(ATTACH COPY)**

Type of License: General Contractors

Unlimited Yes (yes/no)

If "NO", Limited to what trade? N/A

Is the General Contractor a full-time employee of Prime Bidder?

X Yes ____ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

X Yes ____ No

City License: (**COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT –MUST BE OBTAINED PRIOR TO CONTRACT EXECUTION** – *Maybe obtained from City Construction Services*)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

WEST PALM BEACH

CITY OF WEST PALM BEACH (B7)

ITB 18-19-115

LIST OF REFERENCES

1. Owner's Name & Address: City of West Palm Beach
PO Box 3366 West Palm Beach, FL. 33402
Project: City of Palm Beach
Contact Person Sandra Feliciano
Telephone: ( ) 561-350-1885 Fax: ( ) _____ E-Mail: sfeliciano@wpb.org

2. Owner's Name & Address: City of Deltona
255 Enterprise Rd. Deltona, FL. 32725
Project: City of Deltona
Contact Person Shane Churney
Telephone: ( ) 386-871-7432 Fax: ( ) _____ E-Mail: schurney@deltona.gov

3. Owner's Name & Address: Jacksonville, FL
1425 Maitland Rd. Jacksonville, FL. 32725
Project: Arlington WTP
Contact Person Micheal E. Richardson
Telephone: ( ) 904-759-4540 Fax: ( ) _____ E-Mail: richme@jea.com

4. Owner's Name & Address: Arcadia, FL
9415 Town Center Parkway, Lakewood Ranch, FL. 34202
Project: Peace River Manasota Regional Water Supply Authority
Contact Person Tom Dobbs
Telephone: ( ) 914-316-1776 ext. 113 Fax: ( ) _____ E-Mail: N/A

WEST PALM BEACH

(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }

County of Alachua }

ROBERT OLENARTE, being first duly sworn, disposes and says that:
(Name)

1. I am the PRESIDENT of CROM, LLC the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: None (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: None (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) ROBERT OLENARTE

(Title) PRESIDENT

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 3/26/2019 *(Date)*

by: - signed By Robert Co. Oyeante
Cody A H Galloway

X who is personally known to me or

_____who has produced _____ as identification

and who did /(did not) take an oath.

Notary Public Cody A H Galloway

Print Name: Cody A H Galloway

Commission No. 5/11/2019 - # 229521

CODY A.H. GALLOWAY
Notary Public - State of Florida
Commission # FF 229521
My Comm. Expires May 11, 2019

WEST PALM BEACH

CITY OF WEST PALM BEACH (B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

CROM, LLC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

ROBERT OYENARTE

Print Name

3/26/2019

Date

WEST PALM BEACH

CITY OF WEST PALM BEACH (B17)

ITB 18-19-115

Equal Benefits Certification

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☒ **1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ **2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

____ The firm's price for the contract term awarded is $50,000 or less.
____ The firm employs less than five (5) employees.
____ The firm does not provide benefits to employees' spouses nor employees' dependents.
____ The firm is a government entity.
____ The contract is for the sale or lease of property.
____ Compliance would violate grant requirements or regulations of federal / state law.
____ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ **3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, Robert Ayenarte, President
(Print Name of Authorized Officer) (Title)

of CROM, LLC
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: _____

STATE OF Florida }

COUNTY OF Alachua }

Sworn to and subscribed before me this 26th day of March, 2019, by Robert G. Ayearte, as an act of CROM, LLC (*firm*), who is personally known to me or produced the following identification: N/A.

Notary Signature: _____

Print Notary Name: Cody A.H. Galloway

Commission No. #229521

[Seal]
CODY A.H. GALLOWAY
Notary Public - State of Florida
Commission # FF 229521
My Comm. Expires May 11, 2019

WEST PALM BEACH

CITY OF WEST PALM BEACH (B18)

SCRUTINIZED CORPORATION CERTIFICATION

I, ROBERT OLENARTE, PRESIDENT
(Print Name of Authorized Officer) (Title)

of CROM, LLC
(Name of Firm)

hereby attest that:

1. For a bid of any amount, the company and its principals are not on the Scrutinized Companies that Boycott Israel List maintained by the State of Florida and do not engage in any boycott of Israel;

2. For a bid of One Million Dollars or more, the company and its principals certify that they:

   a. are not on the Scrutinized Companies with Activities in Sudan List;

   b. are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

   c. do not engage in business in Syria or Cuba.

3. I have the authority to sign this certification on behalf of the company and certify that the above information is true, complete and correct.

Signature: _____

STATE OF Florida }

COUNTY OF Alachua }

Sworn to and subscribed before me this 26th day of March, 2019, by Robert O. Olenarte, as an act of CROM, LLC (*firm*), who is personally known to me or produced the following identification N/A.

Notary Signature: _____

Print Notary Name: Cody AH Galloway

Commission No. #229521

CODY A.H. GALLOWAY
Notary Public - State of Florida
Commission # FF 229521
My Comm. Expires May 11, 2019

CITY OF WEST PALM BEACH (B19)

PUBLIC UTILITIES DEPARTMENT
ENVIRONMENTAL POLICY

This form must be included with any Bid for work involving the City's water, waste water or storm water systems.

The Public Utilities Department (Utility), as a public service provider for source water conveyance, processing and distribution of water, the conveyance and treatment of sanitary waste, the operation of the storm water system and flood protection, and customer billing and service- have a responsibility to take a leadership role in conducting all operational activities in a manner that protects the environment, as we provide for the health and safety of our employees, customers, and the general public. We have a duty to balance social, environmental and economic factors to ensure the continued success and sustainable management of the Utility.

In keeping with this vision and our responsibility to protect and conserve the environment, we are committed to exceed **environmental compliance** and:

Work together for **continual improvement**

Avoid negative environmental impacts

Transform our Utility into an **environmental & safety leader**

Enhance **communication** of our vision

Re-evaluate and adjust our everyday tasks to **prevent pollution**

CONTRACTOR/CONSULTANT COMMUNICATION:

I, ROBERT OYENARTE (*Print first and last name*) **from** CROM, LLC (*Print name of company*), **acknowledge that the City of West Palm Beach Public Utilities Department has communicated their ISO 14001 Environmental Policy with me on** 2-22-19 (*Print date*).

(*Contact Project Manager for details.*)

X _____

(***Signature of contractor/consultant or representative***)

Revision History

6.27.16 & #1.0	Added (*Contact Project Manager for details.*)
1.17.17 #1.1	Changed approved by
5.24.17 #1.2	Updated Policy per EMS PU001

City of West Palm Beach **(B3)**

SCHEDULE OF BID ITEMS

ITB 18-19-115
PROJECT TITLE: Water Storage Tank Cleaning and Repair Services

Item No.	Description	Unit	Quantity	Unit Price	Total Price
0	General Conditions, Bonds, Insurance, and Project Administration	Lump Sum	1	$9,640.00	$ 9,640.00
1	WTP 3 MG Storage Tank				
1.1	Cleaning and Disinfection - In the Dry	Lump Sum	1	$13,590.00	$ 13,590.00
2	WTP 5 MG Storage Tank				
2.1	Cleaning and Disinfection - In the Dry	Lump Sum	1	$14,400.00	$ 14,400.00
3	Ibis Re-Pump Station Storage Tank				
3.1	Cleaning and Disinfection - In the Dry	Lump Sum	1	$10,520.00	$ 10,520.00
4	Ibis Re-Pump Station Hydro Pneumatic Tank				
4.1	Cleaning and Disinfection - In the Dry	Lump Sum	1	$3,900.00	$ 3,900.00
5	Cumberland Re-Pump Station Storage Tank				
5.1	Storage Tank Cleaning and Disinfection - In the Dry	Lump Sum	1	$10,520.00	$ 10,520.00
6	St. Mary's Re-Pump Station Storage Tank				
6.1	Storage Tank Cleaning and Disinfection - In the Dry	Lump Sum	1	$10,520.00	$ 10,520.00
7	Valley Forge Re-Pump Station Storage Tank				
7.1	Storage Tank Cleaning and Disinfection - In the Dry	Lump Sum	1	$11,890.00	$ 11,890.00
8	Palm Beach Re-Pump Station Storage Tank				
8.1	Storage Tank Cleaning and Disinfection - In the Dry	Lump Sum	1	$11,500.00	$ 11,500.00
9	Kaye Street Re-Pump Station Storage Tank				
9.1	Storage Tank Cleaning and Disinfection - In the Dry	Lump Sum	1	$10,520.00	$ 10,520.00
Total Bid - Entire Project (Bid Items 0 - 9.1)				**$**	**107,000.00**

Item No.	Description	Unit	Unit Price
	Owner Directed Repair Work		
A	On-Call Labor Rates - Crew (One Supervisor and Two Skilled Technicians)		
A.1	Non-Emergency - Mobilization (Response within 48 hours)	Lump Sum	$ 4,400.00
A.2	Non-Emergency - Hourly	HR	$ 375.00
A.3	Non-Emergency - Weekend/Overtime	HR	$ 562.50
A.4	Emergency - Mobilization (Response within 24 hours)	Lump Sum	$ 5,400.00
A.5	Emergency - Hourly	HR	$ 562.50
A.6	Emergency - Weekend/Overtime	HR	$ 562.50
A.7	Holiday - Mobilization (Response within 48 hours)	Lump Sum	$ 5,400.00
A.8	Holiday - Hourly	HR	$ 562.50
A.9	Holiday - Weekend/Overtime	HR	$ 562.50
B	On-Call Labor Rates - Project Management		
B.1	Project Manager	HR	$ 160.00
B.2	Project Engineer	HR	$ 275.00
	Total Owner Directed Repair Work - (Bid Items A.1 - B.2)		**$ 18,822.50**
C	Materials Mark-up	%	15%

Bidder Company Name: CROM, LLC

Signature of Official authorized to bind Bidder:

Print Name: ROBERT OYENARTE

Title: PRESIDENT

Date: 3/26/2019

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGINAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AND ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

WEST PALM BEACH

Purchasing Department

Addendum 1
ITB 18-19-115
March 18, 2019

Water Storage Tank Cleaning and Repair

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

This Addendum shall provide the following information:

- Clarifications
- Questions and Answers

The following documents are included with this addendum:

- Addendum 1 ITB 18-19-115
  - Tank Inspection Reports

Clarifications

Clarification 1: Maintenance of Traffic (MOT) will be required when work is done at the Palm Beach Re-Pump Station Storage Tank. MOT to be performed by a third party coordinated by the City.

Clarification 2: Contractor(s) will have to work with the City to properly coordinate any work being conducted at the Palm Beach Re-Pump Station Storage Tank due to the strict requirements in place at the Town of Palm Beach to obtain the necessary permits, for scheduling work during allowable working hours, fulfilling MOT requirements, etc.

Clarification 3: Labor rates and materials markup percentage will be used to price additional work that may be requested as needed during the term of the Contract.

Clarification 4: Lump Sump prices to clean the individual tanks shall include the cost for mobilization.

Clarification 5: Bidders may provide multiple mobilization prices on a separate form or sheet if it is anticipated that different types of as-needed work will require different mobilization charges.

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33401
561.822.2100

Clarification 6: The intent of this Bid is to award Contracts to multiple vendors dependent upon the evaluation of the bids received.

Clarification 7: High Visibility attire is required on all City jobsites

Questions and Answers

Question 1: How will the additional as-needed work be handled?

Answer
Additional as-needed work will be handled through separate Work Orders under the Master Contract with Work Order pricing at the rates specified in the Contract.

Question 2: Do you know which locations may have lean in the paint requiring soil sampling and proper handling?

Answer
The Valley Forge Re-Pump Station Storage Tank does may have exterior lead-based paint. However, soil sampling and other lead paint handling measures will not be required until work is being requested on the outside of the storage tank.

Question 3: Will you provide the last inspection report for each tank?

Answer
Yes, the latest inspection reports have been provided and are included as part of the addendum

Question 4: Where does the discharge water go after cleaning?

Answer
The discharge water shall be placed in the on site sanitary sewer after cleaning

All of the other information remains the same.

Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. *Failure to return this addendum with your proposal submittal may be cause for disqualification.*

Issued By: City of West Palm Beach
Procurement Division
March 18, 2019

Signed By: _____
Nathaniel Rubel
Procurement Supervisor

PROPOSER: CBOM, LLC

Signed By: _____

Print Name: ROBERT OJENARTE

Title: PRESIDENT

Date: 3/26/2019

End of Addendum 1

EXCEPTION(S) / CLARIFICATION(S)

Master Water Storage Tank Cleaning and Repair Services
West Palm Beach, Florida
Bid No. 18-19-115
CCR PR No. 19-074

Date Submitted: March 27, 2019

1. **Reference: Page 23; Section 2.2**

   A. Licenses / Certifications / Receipts. The Bidder will be required to have at the time of bid submittal, the following current license(s)/certification(s):

   1) General Contractor's License

   2) American Petroleum Institute (API) Certification for Steel Tanks and Hydropneumatic

2. **Exception(s) / Clarification(s)**

   A. 2) CROM Coatings and Restorations, a Division of CROM, LLC is not API Certified. We do not believe this certification is necessary for the scope of work included in this contract. CROM has been cleaning and repairing tanks for over 60 years. Additionally, we utilize Tank Rehab for work involving steel tanks. Tank Rehab specializes in the cleaning, inspection, repair, and disinfection of steel tanks. Tank Rehab has over 10 years of experience performing this type of work.

You payment was processed. Print this tax receipt for your records. It was also sent to stillman@cromcorp.com

Online Business Tax Receipt(1)

Business Name **CROM, LLC**

Business Tax ID **36596**

This constitutes your business tax receipt for 10/1/2018 - 9/30/2019.

Your business tax(es) for the current fiscal year ***10/1/2018 - 9/30/2019*** are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
1000	STATE LICENSE/CERTIFICATION REQUIRED	$0.00	
1360	CONTRACTOR-GENERAL-UNLIMITED	$131.25	Business category flat fee of $131.25
1940	ENGINEER	$105.00	Per item fee $105.00. Value submitted for taxation is 1.
****	Payment	($236.25)	Posted on 9/12/2018
	TOTAL DUE:	$0.00	

Please note that the maximum charge for any single service is $525

Amount Due on ***Tuesday, October 02, 2018*** is **$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2018 - 9/30/2019.

Payments must be time-stamped by 11:59 pm on Monday, October 01, 2018 in order to avoid late fees.

Please, note that a home occupation permit may be required for this location, someone will contact you upon review of the information

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

OYENARTE, ROBERT GLENN

CROM, LLC
250 SW 36TH TERRACE
GAINESVILLE FL 32607

LICENSE NUMBER: CGC1517301

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OYENARTE, ROBERT GLENN

250 SW 36TH TERRACE
GAINESVILLE FL 32607

LICENSE NUMBER: PE59444

EXPIRATION DATE: FEBRUARY 28, 2021

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RESOLUTION OF THE MANAGERS
OF CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM, LLC
A FLORIDA LIMITED LIABILITY COMPANY

To: _____

I HEREBY CERTIFY that the following is a true and correct copy of a resolution adopted by unanimous written consent of the Managers of Crom, LLC, a limited liability company organized under the laws of the State of Florida, on the 19th day of March 2014, updated on January 17, 2019, and that the said resolution has been entered upon the regular minute book of this company and is in accordance with the operating agreement that is now in full force and effect:

> "RESOLVED THAT the following individuals are authorized to sign bid proposals and contracts for Crom Coatings and Restorations, a division of Crom, LLC, as identified below; and further to include in such bid proposals that certificate of non-collusion required by law as the act and deed of such company, and for all inaccuracies of misstatements in such certificate this company shall be liable under the penalty of perjury."

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolution are as follows:

Name	Title	Signing Authority
Robert G. Oyenarte	President/Division President	Bid Proposals & Contracts
Jeffrey A. Pomeroy	Chief Financial Officer	Bid Proposals & Contracts
Talmadge B. Mincey	President	Bid Proposals & Contracts
Joe Clint Jenkins III	Division Vice President Assistant Secretary	Bid Proposals & Contracts
Clifford J. Dykes	Division Vice President Assistant Secretary	Bid Proposals & Contracts
Alexander D. Ciasca	Division Assistant Secretary	Bid Proposals & Contracts
Stephen M. Crawford	Division Assistant Secretary	Bid Proposals & Contracts
Clemente J. Pichardo	Division Assistant Secretary	Bid Proposals Only

By: _____
Robert G. Oyenarte

Title: President/Division President

Date: January 17, 2019

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

12/31/2019

DATE (MM/DD/YYYY) 2/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1378138 CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM, LLC 250 SW 36TH TERRACE GAINESVILLE FL 32607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : St. Paul Fire and Marine Insurance Company — 24767 INSURER C : Liberty Mutual Insurance Company — 23043 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 15889888 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	N	N	GLO008374504	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Hired Phys Dmg	N	N	BAP008374404	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deds	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,500
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	ZUP12P5926118NF	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC5469956018	12/31/2018	12/31/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

15889888
FOR YOUR INFORMATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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November 22, 2022
Revised May 5, 2023
Revised May 25, 2023

PROPOSAL 20210669

REPAIRS BASED ON INSPECTION REPORT
400,000-GALLON GROUND STORAGE TANK
OCOEE, ORANGE COUNTY, FLORIDA

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR") proposes to provide labor and material for the repair/modification/coating of the prestressed concrete tank for **City of Ocoee, 15 North Lakeshore Drive, Ocoee, Florida 34761** ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification/coating of the aforementioned storage tank(s)/structure(s) including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed, and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

3. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 4. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following tank:

- 400,000-Gallon Ground Storage Tank
  60'-0" ID x 18'-11" SWD
  (CROM Job No. 1984-M-020)

a. Mobilization of crew, equipment, and material to site.

b. Pressure wash the dome access hatch assembly, two vents, all four emergency overflows, the exterior and interior of the aerator housing, and the liquid level indicator at a minimum 3500 psi to remove dirt, oil, grease, delaminated coatings, and other contaminants from the surface.

c. Fabricate and install new screens on all four emergency overflows.

d. Rescreen aerator and center vents.

e. Fabricate and install new handrail extensions located at the dome access hatch safety rail between the existing ladder and safety rail system to comply with OSHA.

f. Fabricate and install a new self-closing gate at the Dome Safety Handrail to comply with OSHA.

g. Aerator Refurbishment:
   1. Removed the 6 existing aerator trays. Trays will be shipped to CROM for refurbishment.
   2. Install the newly refurbishment 6 aerator trays.
   3. Apply new Gelcoat.

h. Repair / replace damaged parts associated with the Liquid Level Indicator. Install new target device.

i. Perform surface preparation and apply new Gelcoat to the exterior surfaces of the Liquid Level Indicator mechanism, the dome access hatch assembly, and the center vent covers.

j. Abrasive blast the interior tank baffle wall removing laitance and hardeners while providing a surface profile equal to an ICRI CSP 5 or greater, as per SSPC-13/NACE 6 standards. Spot resurface the baffle wall with Tnemec Series 218 per manufacturer's recommendations as required.

k. Spot repair up to 100 square feet of the interior dome by abrasive blasting and followed up by 2 coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat, per manufacturer's recommendations.

l. Spot repair up to 500 square feet of the interior tank wall by abrasive blasting and followed up by 2 coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat, per manufacturer's recommendations.

m. Power wash up to 2700 square feet of the tank interior wall, ceiling, and baffle wall to prepare the surfaces for repairs and coatings.

n. Abrasive blast the interior piping up to 150 square feet to remove rust, corrosion, and other contaminants from the substrate. Apply two coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat.

o. Re-secure existing interior ladder to tank wall with new stainless-steel hardware.

p. Tank Cleaning to Meet the Requirements of Florida Administrative Code 62-555.350: Rinsing of up to **1" of soft silty sediment only** from the previously drained tank interior sufficiently so that they are clean enough to inspect. This requires that others provide either a fire hydrant or other 2" hose connection to CCR and assumes that the wash water can be disposed of onsite through the tank's piping.

q. Tank disinfection in accordance with AWWA C652.

4. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR shall be responsible for site cleanup and repair of any damages caused by CCR or its subcontractors.

b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.

c. A continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the CCR crew within 100 feet of each tank/structure site.

d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank/structure. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add $500.00 per week to the contract amount.

e. Any permit or other fees from any AHJ as may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.

f. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.

g. Sanitary facilities for the CCR crew for the duration of the project.

h. Drainage and disposal of the tank's/structure’s contents.

i. Refilling, bacteriological sampling, and testing of the tank’s contents.

j. Cleaning the interior and exterior of the tank/structure and accessories.

k. Complete lock-out and tag-out of the subject tank/structure prior to personnel entering each tank/structure. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the tank/structure is rendered "safe" before CCR will perform air quality testing to enter each tank/structure.

l. All professional engineering design services.

m. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

n. Confined space compliance including hole watch, ventilation, and retrieval system.

o. Proper environmental conditions including ambient temperature, moisture control and curing conditions.

p. Adhesion testing as required by the specifications.

5. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

6. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

7. RISK ALLOCATION

Client agrees that CCRs liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed $50,000 or CCR's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of CCR's employees and professionals who perform any services for Client. If Client prefers to have higher limits on general or professional liability, CCR agrees to increase the limits up to a maximum of $1,000,000.00 upon Clients' written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

8. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

9. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

10. SCHEDULE, COMMENCEMENT, AND DELAYS

This quotation is valid for **45 days** (Note: duration per project documents if none enter 30 days). Should the

anticipated construction start date change during project execution, a new quotation will be required to reflect updated pricing due to market changes. Furthermore, a new mutually agreeable Commencement Date will be incorporated into this Proposal (or other agreement between us). If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date or Commencement Date (whichever governs), our contract price will increase $55.00 per man hour of crew delay until other productive work can be scheduled for the assigned crew.

An agreement must be executed between us to allow sufficient time for preparation of our design drawings and other submittals. CCR will be prepared to start work on **(insert anticipated construction start date)** and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work within approximately **20 days** working time thereafter. Confirm that these milestones and durations are considered when selecting the Commencement Date above.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

11. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Mobilization:	**$ 1,500.00**
Liquid Level Repair Kit with Target:	**$ 3,586.00**
Apply Gelcoat to LLI, Center Vent, and Access Hatch:	**$ 12,047.00**
New Self Closing Gate and Handrail Extensions:	**$ 2,766.00**
Re-Screen Emergency Overflows:	**$ 1,230.00**
Re-Screen Aerator and Center Vents:	**$ 6,350.00**
Aerator Rehab, Refurbish 6 Existing Trays:	**$ 13,936.00**
Baffle Wall Spot Repair, Resurfacing with 218:	**$ 60,853.00**
***Interior Dome Spot Repair and Coatings:**	**$ 4,610.00**
***Interior Wall Spot Repair and Coatings:**	**$ 14,854.00**
***Interior Pipework Resurface and Recoat:**	**$ 6,685.00**
Power Wash Interior Surfaces:	**$ 4,610.00**
New Stainless Steel Mounting Hardware for Interior Ladder:	**$ 1,230.00**
Disinfection:	**$ 922.00**
New Manhole Cover Gasket:	**$ 336.00**
Total:	**$ 135,515.00**

Please Note:
***Only one mobilization will be charged if work can be performed while CROM is already on site for the other tank.**
***The interior dome spot repair and coating is based on 100 square feet of repair at $46.10/SF.**
***The interior wall spot repair and coating is based on 500 square feet of repair at $29.71/SF.**
***The interior pipework resurface and recoat is based on 150 square feet of repair at $44.57/SF.**

Periodic and final payment, including any retention, shall be made within **7 days** from the date our work is completed, or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner,

will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be affected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

12. ARBITRATION/DISPUTE RESOLUTION AND VENUE

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction. The claim will be brought and tried in judicial jurisdiction of the court of the state and county where CCR's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other claim related expenses the venue for any litigation under this Agreement shall be in Alachua County, Florida. If CCR engages an attorney for the collection of the amounts due from the Client, the Client shall pay CCR its reasonable attorney's fees and costs through any appeal. The laws of the State of Florida will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

13. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank/structure or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

14. TERMINATION

This agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary.

15. GUARANTEE

CCR will guarantee its workmanship and materials on its work covered in this Proposal for a period of one-year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's guarantee is limited to defects in CCR's workmanship and materials, excluding inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is **not included** in our price. Please add $9.00 per $1,000 of contract value.

16. ACCEPTANCE

This proposal is offered for your acceptance within **45 days** (Note: same duration from Section 8, paragraph 1) from the bid/proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC

Cliff Dykes
Business Development Manager

Brett Bohannon
Region Lead

/bfb.mkk

ACCEPTED BY CLIENT

_____

PRINT: _____

TITLE: _____

DATE: _____

November 22, 2022
Revised May 5, 2023
Revised May 25, 2023

PROPOSAL 20210698

REPAIRS BASED ON INSPECTION REPORT
640,000-GALLON GROUND STORAGE TANK
OCOEE, ORANGE COUNTY, FLORIDA

CROM Coatings and Restorations, a Division of CROM, LLC ("CCR") proposes to provide labor and material for the repair/modification/coating of the prestressed concrete tank for **City of Ocoee, 15 North Lakeshore Drive, Ocoee, Florida 34761** ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The Client or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair/modification/coating of the aforementioned storage tank(s)/structure(s) including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save CCR harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client. Any bond requirement(s) by Client will carry an additional cost unless the parties agree otherwise.

3. SERVICES TO BE FURNISHED BY CCR

CCR proposes to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 4. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following tank:

- 640,000-Gallon Ground Storage Tank (Forest Oaks Plant, Tank No. 2)
  71'-6" ID x 21'-5" SWD
  (CROM Job No. 1996-M-038.1B)

a. Mobilization of crew, equipment, and material to site.

b. Pressure wash the access hatch assembly, two vents, all four emergency overflows, the aerator housing including the trays and the liquid level indicator at a minimum 3500 psi to remove dirt, oil, grease, delaminated coatings, and other contaminants from the surface.

c. Repair / replace damaged parts associated with the Liquid Level Indicator.

d. Perform surface preparation and apply new Gelcoat to the exterior surfaces of the Liquid Level Indicator mechanism, the dome access hatch assembly, the fiberglass surfaces of the aerator housing including the trays, and the center vent covers.

e. Fabricate and install new screens on all four emergency overflows.

f. Rescreen aerator and center vents.

g. Fabricate and install new handrail extensions located at the dome access hatch safety rail between the existing ladder and safety rail system to comply with OSHA.

h. Fabricate and install a new self-closing gate at the Dome Safety Handrail to comply with OSHA.

i. Spot repair up to 100 square feet of the baffle wall by abrasive blasting and applying Tnemec Series 218, per manufacturer's recommendations.

j. Spot repair up to 100 square feet of the interior dome by abrasive blasting and applying Tnemec Series 218, followed up by 2 coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat, per manufacturer's recommendations.

k. Abrasive blast the interior piping including the manhole frame up to 200 square feet to remove rust, corrosion, and other contaminants from the substrate. Apply two coats of Tnemec Series L140 Pota-Pox Plus at 2.0-10.0 MDFT per coat.

l. Repair the cracked splice section of the interior ladder and install a new stainless steel TS Rail system to the interior ladder.

m. Tank Cleaning to Meet the Requirements of Florida Administrative Code 62-555.350: Rinsing of up to **1" of soft silty sediment only** from the previously drained tank interior sufficiently so that they are clean enough to inspect. This requires that others provide either a fire hydrant or other 2-inch hose connection to CCR and assumes that the wash water can be disposed of onsite through the tanks' piping.

n. Tank disinfection in accordance with AWWA C652.

o. Provide and install a new manhole gasket.

4. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR shall be responsible for site cleanup and repair of any damages caused by CCR or its subcontractors.

b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.

c. A continuous supply of potable water under 50 psi pressure at the rate of 60 gallons per minute for the use of the CCR crew within 100 feet of each tank/structure site.

d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100 feet from each tank/structure. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for CCR to supply its own electric power, add $500.00 per week to the contract amount.

e. Any permit or other fees from any AHJ may be required for the work including but not limited to all connect/disconnect, impact and building/construction fees.

f. A suitable container conveniently located on site for the use of the CCR crew to dispose of construction debris generated during the repairs/modifications.

g. Sanitary facilities for the CCR crew for the duration of the project.

h. Drainage and disposal of the tank's/structure's contents.

i. Refilling, bacteriological sampling, and testing of the tank's contents.

j. Cleaning the interior and exterior of the tank/structure and accessories.

k. Complete lock-out and tag-out of the subject tank/structure prior to personnel entering each tank/structure. The Client will be required to provide all materials for this process. The Client will be responsible for demonstrating to CCR that the lock-out procedure is complete, and the tank/structure is rendered "safe" before CCR will perform air quality testing to enter each tank/structure.

l. All professional engineering design services.

m. Method A "X-Cut Tape Test", per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of new coating system. Results of this test must be 4A or greater. If the results of this test are less than a 4A, CCR and the Client will have to re-evaluate the proposed scope of work and pricing.

n. Confined space compliance including hole watch, ventilation, and retrieval system.

o. Proper environmental conditions including ambient temperature, moisture control and curing conditions.

p. Adhesion testing as required by the specifications.

5. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

6. LIMIT ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY L**IABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.**

7. RISK ALLOCATION

Client agrees that CCRs liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed $50,000 or CCR's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all CCR's employees and professionals who perform any services for Client. If Client prefers to have higher limits on general or professional liability, CCR agrees to increase the limits up to a maximum of $1,000,000.00 upon Clients' written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

8. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

9. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

10. SCHEDULE, COMMENCEMENT, AND DELAYS

This quotation is valid for **45 days** (Note: duration per project documents if none enter 30 days). Should the anticipated construction start date change during project execution, a new quotation will be required to reflect updated pricing due to market changes. Furthermore, a new mutually agreeable Commencement Date will be incorporated into this Proposal (or other agreement between us). If the readiness of the project site or conditions do not allow efficient execution of our work on or before the Anticipated Construction Start Date or Commencement Date (whichever governs), our contract price will increase $55.00 per man hour of crew delay until other productive

work can be scheduled for the assigned crew.

An agreement must be executed between us to allow sufficient time for preparation of our design drawings and other submittals. CCR will be prepared to start work on **(insert anticipated construction start date)** and will undertake to furnish sufficient labor, materials, and equipment to complete construction of our scope of work within approximately **16 days** working time thereafter. Confirm that these milestones and durations are considered when selecting the Commencement Date above.

It is agreed that we shall be permitted to execute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by the general contractor, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

In the event an agreement apart from this proposal is preferred, such agreement shall include this Proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition.

11. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Mobilization:	**$ 1,500.00**
Liquid Level Repair Kit:	**$ 2,906.00**
Apply Gelcoat to LLI, Center Vent, Access Hatch, & Aerator:	**$ 12,687.00**
New Self Closing Gate and Handrail Extensions:	**$ 3,046.00**
Re-Screen Emergency Overflows:	**$ 1,354.00**
Re-Screen Aerator and Center Vents:	**$ 6,350.00**
Destructive Investigation for Interior Tank Wall:	**$ 6,895.00**
***Interior Dome Spot Repair and Coatings:**	**$ 7,263.00**
***Interior Pipework and Manhole, Resurface and Recoat:**	**$ 9,451.00**
***Baffle Wall Spot Repair, Resurfacing with 218:**	**$ 12,279.00**
Interior Ladder Repair and Install New Stainless Steel TS Rail:	**$ 3,017.00**
Disinfection:	**$ 1,341.00**
New Manhole Gasket:	**$ 336.00**
Total:	**$ 68,425.00**

Please Note:
***Only one mobilization will be charged if work can be performed while CROM is already on site for the other tank.**
***The interior dome spot repair and coating is based on 100 square feet of repair at $72.63/SF.**
***The interior pipework resurface and recoat is based on 150 square feet of at $47.25/SF.**
***The baffle wall spot repair and coating are based on 100 square feet of repair at $122.79/SF.**

Periodic and final payment, including any retention, shall be made within **7 days** from the date our work is completed, or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner, will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within 7 days after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and

verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

12. ARBITRATION/DISPUTE RESOLUTION AND VENUE

Any controversy or claim relating to the contract between us shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment by the arbitrator(s) may be entered in any court having jurisdiction. The claim will be brought and tried in judicial jurisdiction of the court of the state and county where CCR's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other claim related expenses the venue for any litigation under this Agreement shall be in Alachua County, Florida. If CCR engages an attorney for the collection of the amounts due from the Client, the Client shall pay CCR its reasonable attorney's fees and costs through any appeal. The laws of the State of Florida will govern the validity of these terms, their interpretation and performance. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

13. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank/structure or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work.

It is agreed that CCR shall not be responsible for any consequential, special or delay damages or any force majeure events, including but not limited to acts of God and pandemic. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the Subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

14. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary.

15. GUARANTEE

CCR will guarantee its workmanship and materials on its work covered in this Proposal for a period of one-year after completion of its work. Prior to leaving the location, CCR personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the

one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's guarantee is limited to defects in CCR's workmanship and materials, excluding inspections, cleaning, and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work, or repairs by others.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond is **not included** in our price. Please add $9.00 per $1,000 of contract value.

16. ACCEPTANCE

This proposal is offered for your acceptance within **45 days** (Note: same duration from Section 8, paragraph 1) from the bid/proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM Coatings and Restorations, a Division of CROM, LLC

Cliff Dykes
Business Development Manager

Brett Bohannon
Region Lead

/bfb.mkk

ACCEPTED BY CLIENT

_____

PRINT: _____

TITLE: _____

DATE: _____

STAFF REPORT

Meeting Date: June 20, 2023
Item #: 9

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for an LDC Update - Articles II, V, & VI & Table 5-1 Relative to Clarification on Impervious Surface Materials, Pet Care Services, and Correction of Scrivener's Errors. (Zoning Manager Whitfield)

Background Summary:
The First Reading of Ordinance was held at the June 6th City Commission Meeting.

Issue 1. Impervious Surface Material. With respect to impervious materials, the City has been experiencing significant increases in Code compliance issues relative to the application of impervious surface materials on residential lots and its impacts on open space and drainage on the property and for the surrounding area. Specifically, there is an increase in cases or situations where property owners are requesting or have illegally installed synthetic mulch, turf, gravel, rocks, pavers, roofed pergolas, sheds, tents/canopies, and other impervious materials and surfaces throughout their entire back yards or sometimes the back yards and side yards, thus eliminating open space and altering drainage flows on their lots or redirecting drainage from their lots to off-site areas.

Currently, Section 2-4, LDC, does not define "impervious materials". Instead, it has a definition of "impervious lot or site coverage"; however, that definition speaks more like a purpose and intent language. There is also a definition of "impervious surface coverage"; however, it defines impervious surface coverage as a "percentage of the lot land area that is covered with impervious materials" but does not actually define impervious materials. Additionally, the open space provisions in Section 5-4 and the parking provisions in Section 6-4, which deal with impervious areas, seem to contradict each other and need to be clarified.

Section 6-4H(2), in the parking regulations, establishes a 2-foot setback between the side and rear property lines where neither paved nor unpaved materials can be installed. This Section of the Code reads as follows:
(2) Residential driveways, parking spaces, motor courts, sidewalks, etc.: Any residential sidewalk, driveway, parking space or other vehicle circulation area, whether of a paved surface such as asphalt, concrete or brick, or of an unpaved surface such as gravel or mulch shall be set back at least two (2) feet from the side or rear property lines. The provisions of this Code shall also apply to prohibit the diversion of drainage from vehicle parking or circulation areas onto adjacent properties.

However, Section 5-4K, in the open space regulations, states that impervious surfaces include “impervious mulch” and that impervious mulch cannot be installed in the open space areas required for the lot. This section defines “impervious mulch” as stone, gravel, and rocks used for landscaping”. Section 5-4K, LDC, currently reads as follows:

K. The required open space area for a single-family residential lot shall not include covered area with any

impervious materials such as stone, gravel, rock, or impervious mulch materials. In no case shall any impervious materials, other than those required for sidewalks, driveways, or parking area aprons, be placed within public or private roadway rights-of-way. For the purposes of this subsection, impervious mulch materials are defined as any material that significantly limits the absorption of stormwater into the ground, such as stone, gravel, and rocks that are used in landscaping.

Staff has identified a need to make a distinction between the use of natural mulch for landscaping, where there is no compaction of the ground, and the use of natural or synthetic mulch and other impervious materials (such as rocks and gravel) for parking areas and where ground compaction occurs, which inhibits the ability of water and rain to be absorbed naturally into the ground.

Below is a summary of the proposed LDC amendments:

1. Clarify the definitions of impervious surface materials.
2. Modify Section 5-4K and Section 6-4H to clearly state that impervious materials within the 2-foot side and rear setbacks are not permitted in order to preserve the required open space and maintain drainage flows and needs of the lot.
3. Modify Section 5-4K and Section 6-4H further to clarify that natural mulch (such as pine straws, needles, pine bark, etc.) shall be considered "pervious" materials and, shall be allowed in the 2-foot side and rear yard setback areas and in open space areas when they are used for landscaping but shall be considered as "impervious" materials and shall not be allowed in the 2-foot side and rear setback areas and open space areas when they are used for parking.

Issue 2: Pet Care Services. With respect to animal-related uses and pet care services, there are insufficient provisions in the Code to meet the needs of the general public. Currently, Section 2-4 Definitions only has two (2) definitions related to animals and pets. Specifically:

Section 2-4(167) defines “Kennel, Pet” as “*any lot or premises on which four(4) or more dogs are kept, more than six (6) months of age, including a veterinary clinic, animal grooming or pet sho*p”, and

Section 2-4(328) defines “Veterinary Clinic or Hospital” as “*any building or portion thereof designed or used for the veterinary care, surgical procedures or treatment of animals, but not for the sale, breeding, grooming or boarding of well animals or for pet shops*”.

There is a reference to animals in Section 2-4(17) for “animal hospitals”, but that definition refers to the Veterinary Clinic definition. These definitions attempt to create a distinction between pet kennels and veterinary clinics/animal hospitals; however, Table 5-1 Use Regulations Table only has one (1) category for animal-related uses, titled “Veterinary Hospitals and Kennels when confined within structure”, which groups the uses in both definitions together, and that one category of use is only permitted in the C-3 and I-1 zoning districts. Table 5-1 makes no distinction between more intense animal-related uses, including canine protection training and boarding type facilities (such as dog breeding, dog kennels, and veterinary clinics/hospitals that board sick animals overnight) and less intense animal-related services, including pet care facilities and non-boarding type facilities, such as pet grooming, pet-sitting/walking, or pet basic obedience facilities that do not offer or provide over-night boarding or kenneling services. However, the City currently has pet grooming facilities within the C-2, C-3, and a few PUD zoning districts where the approved land use plan includes C-2 uses. Staff has also received requests from professional dog trainers and realtors seeking zoning districts and locations where basic obedience training facilities can be permitted where the dogs are not kept overnight but rather come with or are dropped off by their owners for a few hours of basic obedience and manners training. Additionally, the current definition of "kennel, pet" establishes a minimum number and age of dogs (specifically four or more dogs at an age of 6 months or older) and lists pet shops and animal grooming in the definition.

Thus, staff feels that there would be a public benefit to create a distinction between less intense pet care establishments offering non-boarding animal/pet services, such as grooming/hygiene, pet-sitting/walking and basic obedience training facilities versus more intensive establishments that offer animal breeding and/or overnight boarding for one (1) or more nights or intensive protection training.

Below is a summary of the proposed LDC amendments:

1. Revise the definition of "Kennel, Pet" to read as follows: "A place where dogs and other house pets are kept, sheltered, or boarded for compensation and facilities for protection training. For activities related to the retail sales of dogs, cats and rabbits, refer to Section 43-3 or Article I, Chapter 43, Code of Ordinances.". This definition removes references to animal grooming (since this use can fall under the proposed pet care services use category) and pet shops (since the retail sales of dogs, cats, and rabbits is regulated in Chapter 43 of the Code of Ordinances) and removes the previous thresholds based on the minimum number and age of the dogs kept at a facility.
2. Add a new definition for “Pet Care Services” to be defined as follows: “Services identified in the North American Industry Classification System (NAICS) for pet care services, including, but not limited to, pet grooming, pet-sitting/walking, and basic obedience training services, include non-medical activities and services which improve the appearance, obedience and hygiene of dogs, cats and other small animals or household pets. Pet care services do not include and forbid protection training services, pet kennels, or the kenneling or overnight boarding or sheltering of dogs and other pets.
3. Modify Table 5-1 to add a new use category for “Pet Care Services when Confined within Structure” and to allow this use in the A-1, A-2, C-2, C-3, and I-1 zoning districts.

Issue 3: Correction of Scrivener's Errors. Lastly, the proposed ordinance seeks to correct Scrivener’s errors in Table 5.1. Over the years, the “Agriculture” (less intensive uses) and “Agriculture Processing” (more intensive uses) use categories changed their order of appearance in the Uses Regulations Table 5-1 multiple times, and the majority of the time, the determination of use (P, S or prohibited) went with their respective use categories. However, in 2014, this did not happen, and the “Agriculture Processing” use category (which is more intensive) became permitted in every zoning district, while the less intensive “Agriculture” use category became prohibited in every zoning district. The proposed ordinance will reverse the "P" and "-" in the table to correct this error.

Staff feels that the proposed amendments will provide needed clarity in the Code.

Issue:

Should the City Commission approve a proposed ordinance to amend Land Development Code (LDC) Section 2-4, Article II, Section 5-4 and Table 5-1, Article V, and Section 6-4H, Article VI, relative to the definition and use of impervious surface materials and regulatory provisions for pet care services, and to Table 5-1, Article V, to correct scrivener's errors relating to the agriculture and agricultural processing use categories?

Recommendations:

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this proposed ordinance at its May 9, 2023 public hearing. Discussions were relative to the proposed revision to the "Kennel, Pet" definition, which included facilities where dogs and other house pets are bred for compensation. Since the intent of this ordinance is to increase economic opportunities by making a distinction between more intensive animal-related uses and less intensive animal-related uses, staff has modified the proposed ordinance to modify the proposed definition of "Kennel, Pet", to remove the reference to the breeding of dogs and other house pets for compensation.

Staff Recommendation:

With respect to the proposed amendments to the Land Development Code (LDC), staff recommends:

1. Approval to amend Section 2-4, Article II, Section 5-4 and Table 5-1, Article V, and Section 6-4H, Article VI, relative to the definition and use of impervious surface materials,
2. Approval to amend Section 2-4, Article II, Section 5-4 and Table 5-1, Article V, relative to the regulatory provisions for pet care services, and
3. Approval to amend Table 5-1, Article V, to correct scrivener's errors relating to the agriculture and agricultural processing use categories.

Attachments:
1. Ordinance
2. Advertisement

Financial Impacts:
None

Type of Item: Second Reading Public Hearing

ORDINANCE NO. XXXX-XX
(LDC Update for Animal/Pet Care, Impervious Surface Areas and Correction of Scrivener's Errors)

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE LAND DEVELOPMENT CODE ARTICLE II, SECTION 2-4 DEFINITIONS, ARTICLE V, SECTION 5-4 AND TABLE 5-1 RELATING TO IMPERVIOUS SURFACE MATERIALS, ANIMAL-RELATED USES, AND CORRECTION OF SCRIVENER'S ERRORS, AND ARTICLE VI, SECTION 6-4H RELATING TO IMPERVIOUS MATERIALS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as provided in Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the City of Ocoee (the "City") enjoys all home rule authority, police power, land development and zoning authority, and governmental and proprietary powers necessary to conduct municipal government and perform municipal functions; and

WHEREAS, the City may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the City has identified internal inconsistencies and issues in Articles II, V and VI of the Land Development Code relative to the definition and application of impervious surface materials for vehicular and pedestrian circulation areas and the regulatory provisions on animal and pet care services; and

WHEREAS, the City has identified scrivener's errors in Article V, Table 5-1 Use Regulations Table, relative to agriculture and agricultural processing use categories; and

WHEREAS, the City has found it is necessary to resolve such internal inconsistencies, issues and scrivener's errors in order to ensure the health, safety, and general welfare of the public; and

WHEREAS, on May 9, 2023, the Planning and Zoning Commission, acting as the Local Planning Agency, held an advertised and publicly noticed public hearing and recommended approval of the amendments proposed by staff to revise Articles II, V, and VI as prescribed herein; and

WHEREAS, the Ocoee City Commission, in good faith, determines that this Ordinance is in the best interest of the City and its residents and promotes the health, safety, and welfare of the public; and

WHEREAS, following the advertisement and duly noticed public hearing on the Ordinance on Tuesday, June 20, 2023, the Ocoee City Commission approved the amendments to Section 2-4, Article II, Section 5-4 and Table 5-1, Article V, and Section 6-4, Article VI of the LDC.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

1. **RECITALS.** The foregoing recitals are hereby ratified and confirmed as true and correct and incorporated herein by this reference.

2. **AUTHORITY**. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

3. **AMENDMENT OF THE LDC**. Section 2-4, Article II, Section 5-4, Article V, and Section 6-4, Article VI of the City of Ocoee Land Development Code are hereby amended to read as depicted in **Exhibit "A"** and Table 5-1 of Article V of the City of Ocoee Land Development Code is hereby amended to read as depicted in **Exhibit "B"**, with underlines representing additions and strike-throughs representing deletions, relating to impervious surface materials, animal kennels and pet care services, and corrections of scrivener's errors.

4. **CONFLICT.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are hereby made ineffective to the extent of such conflict.

5. **SEVERABILITY**. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

6. **CODIFICATION**. It is the intention of the Ocoee City Commission that the provisions stated in this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered, and the correction of typographical errors which do not affect the intent may be authorized by the City Manager, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

7. **EFFECTIVE DATE**. This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

[Space intentionally blank]

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

APPROVED:
CITY OF OCOEE, FLORIDA

Rusty Johnson, Mayor

ADVERTISED _____, 2023
READ FIRST TIME _____, 2023.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY
this _____ day of _____, 2023.

SHUFFIELD LOWMAN & WILSON, P.A.

By: _____
City Attorney

EXHIBIT "A"

Section 2-4, Article II, Section 5-4, Article V, and Section 6-4, Article VI of the City of Ocoee Land Development Code are hereby amended to read as follows:

ARTICLE II

***

§ 2-4. DEFINITIONS.

***

(90) ***Coverage, Lot:*** Lot coverage shall be expressed as the percentage of the lot or parcel covered by all buildings and other impervious materials located thereon, calculated by dividing the area of the building and impervious materials ~~divided~~ by the gross lot or parcel land area. (See also: Impervious Surface Coverage.)

***

(159) ***Impervious ~~Lot or Site Coverage~~Material***: ~~Limitations on allowable impervious lot or site coverage are established for the following purposes~~Any material that redirects or modifies the flow of water horizontally along a surface or that prohibits, prevents or otherwise significantly limits the natural absorption of water directly into the ground, including concrete, asphalt, pavers, pervious pavers, gravel, rocks, solid decking, synthetic mulch, synthetic turf, and roofs impervious to weather. Pervious materials used in landscaping will be considered impervious when used in parking areas or used for parking~~:~~

~~(a) To provide sufficient area on each building site for landscaping and open space.~~

~~(b) To protect existing vegetation including trees.~~

~~(c) Sufficient recharging of aquifer.~~

(160) ***Impervious Surface Coverage:*** The percentage of the lot land area that is covered with impervious materials, calculated by dividing the impervious material area by the lot land area. Impervious surface coverage areas include such areas as buildings, swimming pool decks, solid decks, patios, tents, driveways, etc. ~~Standard engineering coefficients of permeability may be utilized for mixed surfaces.~~ (See also: Coverage, Lot ~~coverage~~)

***

(167) ***Kennel~~, Pet~~:*** ~~Any lot or premises on which are kept four (4) or more dogs, more than six (6) months of age, including a veterinary clinic, animal grooming or pet shop~~A place where dogs and other house pets are kept, sheltered, or boarded for compensation and facilities for protection training. For activities related to the retail sale of dogs, cats and rabbits, refer to Section 43-3 of Article I, Chapter 43, Code of Ordinances.

***

~~(185) ***Lot Coverage:*** See: Coverage, Lot.~~

***

(238) Pet Care Services. Services identified in the North American Industry Classification System (NAICS) for pet care services, including, but not limited to, pet grooming, pet-sitting/walking, and basic obedience training services, include non-medical activities and services which improve the appearance, obedience and hygiene of dogs, cats and other small animals or household pets. Pet care services do not include and forbid protection training services, pet kennels, or the kenneling or over-night boarding or sheltering of dogs and other pets.

(244) ***Porch or Open Porch:*** A roofed-over space, with the roof impervious to weather, attached to the outside of an exterior wall of a building, which has no enclosure other than the exterior walls of such building. Open mesh screening shall not be considered an enclosure.

***

ARTICLE V

***

§ 5-4. OPEN SPACE REQUIREMENTS OF ZONING DISTRICTS.

Limitations on required minimum open space and maximum impervious lot or site coverage are established for the following purposes:

(a) To provide sufficient area on each building site for landscaping and open space.

(b) To protect existing vegetation including trees.

(c) Sufficient recharging of aquifer.

Thus, the following requirements are intended to ~~provide exceptions to or to~~ qualify and supplement, as the case may be, the specific district regulations set forth in Article V:

A. ~~An O~~open space~~-~~, as defined in Section 2-4 of Article II of this Code, ~~or lot area~~ required for an existing building, ~~or~~ structure or lot shall not be counted as open space for any other building ~~or~~, structure or lot.

B. Open eaves, cornices, window sills and belt courses may project into any required yard a distance not to exceed two (2) feet. Open porches, as defined in Section 2-4(244) of Article II, or open fire escapes may project into a front yard a distance not to exceed five (5) feet.

C. Where the dedicated street right-of-way is less than fifty (50) feet, the depth of the front yard shall be measured starting at a point twenty-five (25) feet from the edge of right-of-way.

~~C.~~D. Any pedestrian walkway or path, patio, driveway, parking space or other vehicle circulation area, regardless of materials, including asphalt, concrete, pavers, pervious pavers, gravel, synthetic turf, and impervious mulch, shall be set back at least two (2) feet from the side and rear property lines. Pervious materials used in landscaping will be considered impervious material when used for parking. The provisions of this Code shall also apply to prohibit the diversion of drainage from vehicle parking or circulation areas onto adjacent properties.

~~D.~~E. No dwelling shall be erected on a lot which does not abut at least one (1) street, which is at least forty (40) feet in width, for at least twenty (20) feet. The street shall form the direct and primary means of ingress and egress for all dwelling units. Alleys, where they exist, shall form only a secondary means of ingress and egress.

~~E. The owner of any lot of record existing at the time of the adoption of this Code that does not meet the above criteria may apply to the Board of Adjustment for a variance for the construction of a single-family home. The Board of Adjustment shall make a recommendation and the City Commission shall determine that there is reasonable access to the property, and that this action will create no adverse impact on adjacent properties, before a variance is granted.~~

F. Accessory buildings which are not a part of or attached to the main building may be built in the rear yard~~,~~ but shall not cover more than thirty (30) percent of the rear yard.

G. On any corner lot, the applicable front yard setback shall apply to both street frontages. In cases where (1) two (2) corner lots adjoin at the end of a block, (2) the single-family dwelling units are designed rear-to-rear, and (3) there are no garage or main entry doorways exiting to the side front yard, then in such cases, the front side building setback shall be reduced to fifteen (15) feet from the property line. The foregoing provision applies only to new single-family dwellings for which building permits are obtained after January 15, 2008.

H. On any corner lot on which a front and side yard is required, no wall, fence, sign, structure or any plant growth which obstructs sight lines at elevations between two ~~(2) feet, six (6) inches~~and one-half (2½) feet and ten (10) feet above any portion of the crown of the adjacent roadway shall be maintained in a triangle formed by measuring from the point of intersection of the front and exterior side lot lines a distance of twenty-five (25) feet along the front and side lot lines, and connecting the points so established to form a safe sight triangle on the area of the lot adjacent to the street intersections of minor and collector streets. The same distance for the intersection of any street with an arterial street as defined in the Comprehensive Plan shall be forty (40) feet.

I. An attached or detached private garage or carport which faces on a street shall not be located closer than twenty-five (25) feet to the street right-of-way.

J. Open porches may extend into the rear yard in residential districts provided that:

(1) The open porch does not cover more than thirty (30) percent of the rear yard;

(2) The open porch does not increase the maximum impervious surface of the lot to be greater than fifty (50) percent;

(3) The open porch is no closer than seven and one-half (7½) feet to the rear lot line and no closer than seven and one-half (7½) feet to either side lot line; and

(4) The open porch does not extend into any utility, drainage or landscape easement or conservation area.

K. The required open space area for a single-family residential lot shall not include covered area with any impervious materials~~ such as stone, gravel, rock or impervious mulch materials~~ as defined in Section 2-4 in Article II of this Code. In no case shall any impervious materials, other than those required for sidewalks, driveways or ~~parking area~~driveway aprons, be placed within public or private roadway rights-of-way. ~~For the~~

~~purposes of this subsection, impervious mulch materials are defined as any material that significantly limits the absorption of stormwater into the ground, such as stone, gravel and rocks that are used in landscaping.~~

***

ARTICLE VI

***

§ 6-4H. OFF-STREET PARKING LOT REQUIREMENTS.

***

2) Residential driveways, parking spaces, motor courts, sidewalks, etc.: Any residential sidewalk, driveway, parking space or other vehicle circulation area whether of a paved surface such as asphalt, concrete or brick, or of an unpaved surface such as gravel, rocks or other impervious materials~~mulch~~ shall be set back at least two (2) feet from the side or rear property lines. Pervious materials typically used for landscaping that is used for parking shall be considered impervious. The provisions of this Code shall also apply to prohibit the diversion of drainage from vehicle parking or circulation areas onto adjacent properties.

EXHIBIT "B"

TABLE 5-1
PERMITTED USE REGULATIONS

"P" = Permitted Use in that Zoning District
"S" = Special Exception in that Zoning District (requires advertised public hearings)
" - " = This Use is not permitted in this Zoning District
Refer to Sections 5-8B and 5-8C for List of Additional Prohibited Uses

Refer to Table 5-2 for setbacks and other development requirements.

USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2
AGRICULTURAL USES														
Agriculture	P	P	P	P	P	P	P	P	-	-	-	-	-	-
Agricultural Processing	P	P	P	P	P	P	P	P	-	-	-	-	-	-
RESIDENTIAL USES														
Adult Congregate Living Facility (ACLF)	P	P	P	P	P	P	P	-	-	-	-	-	-	-
Community Residential Home, Major*****							S	-	-	-	-	-	-	-
Community Residential Home, Minor	P	P	P	P	P	P	P	-	-	-	-	-	-	-
Dwelling, Single-Family	P	P	P	P	P	P	P	-	-	S	-	-	-	-
Dwelling, Two-Family	P	-	-	-	-	P	P	-	-	-	-	-	-	-
Dwelling, Multi-family	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Dwelling, Mobile Home	P	-	-	-	-	-	-	P	-	-	-	-	-	-
Mixed-Use Development (Mixed-use development will be allowed by PUD and special use districts adhering to the requirements specified in Article IV)	-	-	-	-	-	-	-	-	S	S	S	S	S	-
Mobile Home Development	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Nursing Home	-	S	S	-	-	-	S	-	-	-	P	P	P	-
COMMERCIAL USES														
Adult Entertainment Establishments	-	-	-	-	-	-	-	-	-	-	-	S	-	-
Appliance Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-

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USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2
Automotive Body Repair	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Automobile Parking Lot	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Automobile Repair	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Automobile Sales (New and Used)	-	-	-	-	-	-	-	-	-	-	S	P	P	-
Automobile Service Station	-	-	-	-	-	-	-	-	-	-	-	P**	P**	P
Automotive Wrecking or Salvage Yards	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Bar (associated with restaurant seating 45 people)	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Bars and Cocktail Lounges	-	-	-	-	-	-	-	-	-	-	S*	P	P	-
Boat Sales and Service	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Bus Terminal	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Car Wash	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Clinic, Dental or Medical	-	-	-	-	-	-	-	-	P	P	P	P	P	P
Commercial, Convenience	-	-	-	-	-	-	-	-	-	P	P	P	P	P
Commercial, Convenience with Gas Sales	-	-	-	-	-	-	-	-	-	-	S	P	P	P
Commercial, Retail	-	-	-	-	-	-	-	-	-	-	P	P	P	S
Department Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Equipment Sales	-	-	-	-	-	-	-	-	-	S	P	P	P	P
Funeral Parlor	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Furniture Repair and Upholstery	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Furniture Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Gallery/ Museum	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Gas Station	-	-	-	-	-	-	-	-	-	-	S	P	P	-

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USE	A-1	A-2	RCE-1 RCE-2	R-1A R-1	R-1AAA R-1AA	R-2	R-3	RT-1	PS	C-1	C-2	C-3	I-1	I-2
Grocery Store/ Supermarket	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Heating and Air Conditioning Sales and Service with outside storage	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Heating, Ventilating, Plumbing Supplies, Sales, & Service	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Hospital	-	S	S	-	-	-	-	-	-	-	P	P	P	-
Hotel or Motel	-	-	-	-	-	-	-	-	-	-	S	P	P	-
Interior Decorating Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Live Entertainment Establishment	-	-	-	-	-	-	-	-	-	-	-	S	-	-
Liquor Store, No on-premise consumption	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Mobile Home and Travel Trailer Sales	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Monument Sales	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Motor Vehicle Wholesale	-	-	-	-	-	-	-	-	-	-	-	P	P	P
Movie Theater	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Music, Radio, TV Shop	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Nursery/ Garden Supply Store	-	-	-	-	-	-	-	-	-	-	P	P	P	-
Pawn Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Pet Care Services when confined within a building or structure	P	P									P	P	P	
Pre-Fabricated House Sales	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Printing, Book Binding, Lithograph, and Publishing Plants	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Professional Offices	-	-	-	-	-	-	-	-	P	P	P	P	P	P

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Radio Broadcasting and TV Stations, Studios, & Offices	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Recreational Vehicle Park	-	-	-	-	-	-	-	-	-	-	-	S	S	S
Restaurant	-	-	-	-	-	-	-	-	-	P***	P***	P***	P***	P
Self-storage Facility****	-	-	-	-	-	-	-	-	-	-	-	S	S	-
Sign Painting Shop	-	-	-	-	-	-	-	-	-	-	-	P	P	-
Veterinary Hospitals and Kennels when confined within structure	-	-	-	-	-	-	-	-	-	-	-	P	P	-
INDUSTRIAL USES														
Borrow Pits	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Industrial Park	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Industrial, Light	-	-	-	-	-	-	-	-	-	-	-	-	P	P
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Transfer Station	-	-	-	-	-	-	-	-	-	-	-	-	-	S
Truck Stop	-	-	-	-	-	-	-	-	-	-	-	-	-	P
Warehousing/ Distribution	-	-	-	-	-	-	-	-	-	-	-	-	P	P
PUBLIC AND SEMI-PUBLIC USES														
Child Care Facilities	-	-	-	-	-	S	S	-	-	S	S	S	S	-
Church	P	P	P	S	S	S	S	S	-	S	S	S	-	-
Club or Community Use	-	-	-	-	-	-	S	-	S	S	S	S	-	-

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Conservation Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Golf Course/ Country Club	P	P	P	P	P	P	P	-	-	-	P	P	P	P
Public Service or Utility	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Public Service, Essential	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation Facility, Commercial - Indoor	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Recreation Facility, Commercial - Outdoor	-	-	-	-	-	-	-	-	-	-	S	S	S	S
Recreation Facility, Neighborhood	P	P	P	S	S	S	S	S	S	S	S	S	S	S
School	P	P	P	S	S	S	S	S	S	S	S	S	-	-
Telecommunications Service Facilities	**Refer to Article V, Section 5-19 and Map 5-19**													

***** Bars and Cocktail Lounges are permitted by Special Exception in the C-2 zoning districts, except as otherwise specifically permitted by separate ordinance or elsewhere in the Code.

****** In Special Overlay Districts:

1. Facilities shall be limited to three (3) bays, unless a waiver is granted by the City Commission.
2. No bays shall be visible from any public right-of-way.

******* In Special Overlay Districts:

1. New drive-through fast food restaurants may not have access or be located directly onto an arterial or collector roadway as designated by the City of Ocoee.
2. No drive-through lane(s) shall be visible from any public right-of-way.

******** In Special Overlay Districts:

1. Self-storage is permitted only as an accessory use. An accessory use shall be defined as no more than thirty-five (35) percent of the building or parcel of land may be used for self-storage. If the mix of uses is separated on site, the self-storage area(s) visible from the roadways must be lined with office or retail frontage.
2. Any self-storage facility with frontage on an arterial street must be located behind a retail business.

******* Refer to Section 5-15B Procedure for approval of a major community residential home.**

Serial Number
23-02156W

WEST ORANGE Times

West Orange Times
Published Weekly
Winter Garden , Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden , Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on June 20, 2023
City LDC Amendments

in the Court, was published in said newspaper by print in the

issues of 6/8/2023

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

8th day of June, 2023 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

KIMBERLY S. MARTIN
MY COMMISSION # HH 282034
EXPIRES: July 25, 2026

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
FOR CITY LAND DEVELOPMENT CODE (LDC) AMENDMENTS RELATING TO PET CARE SERVICES, USE OF IMPERVIOUS SURFACE MATERIALS AND CORRECTION OF SCRIVENER'S ERRORS IN USE TABLE

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10, that the Ocoee City Commission will consider proposed changes to Section 2-4 of Article II, Section 5-4 of Article V, Section 6-4H of Article VI, and Table 5-1 of Article V of the Land Development Code pertaining to pet care services, the use of impervious materials and correction of scrivener's errors in the Use Table. The **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** on the proposed LDC Amendments on **Tuesday, JUNE 20, 2023, at 6:15 p.m.** or as soon thereafter as practical. The public hearing will be held in the City Hall Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING THE CITY OF OCOEE LAND DEVELOPMENT CODE ARTICLE II, SECTION 2-4 DEFINITIONS, ARTICLE V, SECTION 5-4 AND TABLE 5-1, AND ARTICLE VI, SECTION 6-4H RELATING TO IMPERVIOUS SURFACE MATERIALS, PET CARE SERVICES, AND CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed actions. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
June 8, 2023 23-02156W