



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 statute 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 S. AYENARTE

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 with 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

CITY OF WEST PALM BEACH

By: _____

Keith A. James, Mayor

Print Name: _____

Date: _____

Title: _____

ATTEST: _____
City Clerk

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2019

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): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED 1378138 CROM, LLC 250 SW 36TH TERRACE GAINESVILLE FL 32607	INSURER A : Zurich American Insurance Company		NAIC # 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: XXXXXXXX

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

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

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

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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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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 overcoating 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 tinting.

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 properly 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 CFR 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
1 st	4.0 – 6.0	Series 156 Enviro-Crete	Flexxide Elastomer	AC 403
2 nd	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
1 st	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)
2 nd	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 3/4-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 foot 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 1/4 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 1/4 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 exists 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 Representative. 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 of a sedimentation chamber or other acceptable means.

6. Provide photographic and audio-video documentation of tank interior and exterior before and after cleaning.

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.

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.

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 be 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.

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.

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 statute 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 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

CITY OF WEST PALM BEACH

By: _____

By: _____,
_____, Mayor

Print Name: _____

Attest: _____
City Clerk

Title: _____

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: _____

CITY OF WEST PALM BEACH

By: _____

Geraldine Muoio, Mayor

Print Name: _____

Date: _____

Title: _____

ATTEST: _____
City Clerk

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



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.



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.

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:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____

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:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____

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 years.

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.



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.



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.



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: _____

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. _____

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 contendere* 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



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. _____



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. _____

**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:

- W**ork together for **continual improvement**
- A**void negative environmental impacts
- T**ransform our Utility into an **environmental & safety leader**
- E**nhance **communication** of our vision
- R**e-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 with 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.



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: 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.



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: ()	<u>561-350-1885</u>	Fax: ()	<u>sfeliciano@wpb.org</u>

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

(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:

- 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.



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:

<i>Name</i>	<i>Address</i>
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:

<i>Name</i>	<i>Address</i>
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 years.

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.

SCHEDULE OF BID ITEMS

ITB 18-19-115

PROJECT TITLE: Water Storage Tank Cleaning and Repair Services

PLEASE SEE EXCEL WORKSHEET ATTACHED.

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?

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.



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

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }

County of Alachua }

ROBERT OJENARTE, 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 OJENARTE

(Title) PRESIDENT

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 3/26/2019 (Date)

by: [Signature] - signed By Robert Co. Oyente
Cody A H Galloway

who is personally known to me or

who has produced _____ as identification

and who did / (did not) take an oath.

[Signature]
Notary Public Cody A H Galloway

Print Name: Cody A H Galloway

Commission No. 5/11/2019 - # 229521



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 contendere* 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 AYENARTE
Print Name

3/26/2019
Date

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: [Signature]

STATE OF Florida

COUNTY OF Alachua

Sworn to and subscribed before me this 26th day of March, 2019, by Robert G. Ayenarte, as an act of CROM, LLC (firm), who is personally known to me or produced the following identification: N/A

Notary Signature: [Signature]

Print Notary Name: Cody A H Galloway

Commission No. #229521



CITY OF WEST PALM BEACH

(B18)

SCRUTINIZED CORPORATION CERTIFICATION

I, ROBERT OJENARTE 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: [Handwritten Signature]

STATE OF Florida }

COUNTY OF Alachua }

Sworn to and subscribed before me this 26th day of March, 2019, by

Robert O. Ojenarte, as an act of CROM, LLC (firm), who is

personally known to me or produced the following identification: NIA

Notary Signature: [Handwritten Signature]

Print Notary Name: Cody A H Galloway

Commission No. #229521





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:

- W**ork together for **continual improvement**
- A**void negative environmental impacts
- T**ransform our Utility into an **environmental & safety leader**
- E**nhance **communication** of our vision
- R**e-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

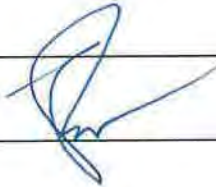
PROJECT TITLE: Water Storage Tank Cleaning and Repair Services

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 DIGITAL 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.

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 lead 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: CDOM, LLC

Signed By: 
Print Name: ROBERT AJENARTE
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



**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



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

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.

**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:

<u>Name</u>	<u>Title</u>	<u>Signing Authority</u>
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



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).

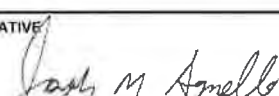
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____		
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____	
INSURED 1378138 CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM, LLC 250 SW 36TH TERRACE GAINESVILLE FL 32607	INSURER(S) AFFORDING 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:** XXXXXXXX

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