



COOPERATIVE PURCHASING AGREEMENT FOR COMMERCIAL DIVING SERVICES: REPAIR OF UNDERWATER PIPES AND STRUCTURES

THIS COOPERATIVE PURCHASING AGREEMENT FOR COMMERCIAL DIVING SERVICES: REPAIR OF UNDERWATER PIPES AND STRUCTURES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **IN DEPTH INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 82-1293180) ("Contractor").

WHEREAS, after a competitive procurement process, City of Fort Lauderdale entered into a contract with In Depth Inc. for the provision of commercial diving services for the repair of underwater pipes and structures, contract number 136-0 (the "City of Fort Lauderdale Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of commercial diving services for the repair of underwater pipes and structures pursuant to essentially the same terms and conditions provided under the City of Fort Lauderdale Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the City of Fort Lauderdale Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for commercial diving services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **City of Fort Lauderdale Agreement:** shall mean the Agreement for commercial diving services for the repair of underwater pipes and structures between City of Fort Lauderdale and In Depth Inc., and its exhibits, as amended and attached hereto as **Exhibit A – Fort Lauderdale Agreement**.
3. **INCORPORATION OF CITY OF FORT LAUDERDALE AGREEMENT.** The Fort Lauderdale Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the City of Fort Lauderdale Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.



4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: Fort Lauderdale Agreement (A-1 through A-108)
 - B. Exhibit B: City of Ocala Price Proposal (B-1 through B-10)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the City of Fort Lauderdale Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "City of Fort Lauderdale," or "City" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Fort Lauderdale Agreement**.
 - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **DECEMBER 20, 2024**, and continue through and including **MARCH 18, 2025**.
 - D. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department 1805 NE 30th Avenue Building 600, Ocala, Florida 34470** Attn: **Luis Acosta** E-Mail: lacosta@ocalafl.gov; Office: **(352)-629-8456**.
 - E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.



- H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

7. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.



8. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
9. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
10. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
11. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
12. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
13. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
14. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all



performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

15. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

In Depth Inc.
Attention: Zachary J. Rogers
1473 Old Haw Creek Road
Bunnell, Florida 32110
Phone: 386-202-2771
E-mail: zach@indepthservicesinc.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

16. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
17. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND



NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

18. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
19. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
20. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
21. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
22. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
23. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
24. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
26. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

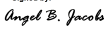


27. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
28. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 12/17/2024.

ATTEST:

CITY OF OCALA

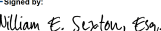
Signed by:

8083574C2B54A5
 Angel B. Jacobs
 City Clerk

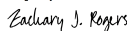
DocuSigned by:

9477F71E3B874F4
 Ken Whitehead
 Assistant City Manager

Approved as to form and legality:

IN DEPTH INC.

Signed by:

8070CFCAE86E429
 William E. Sexton, Esq.
 City Attorney

Signed by:

35F1380CB0C69A17
 By: Zachary J. Rogers
 (Printed Name)
 Title: President
 (Title of Authorized Signatory)

**AGREEMENT FOR
COMMERCIAL DIVING SERVICES**

THIS AGREEMENT for Commercial Diving Services for the City of Fort Lauderdale ("Agreement"), made this 29 day of March 2024, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 1 East Broward Boulevard, Fort Lauderdale, Florida 33301-1016, and In Depth Inc., a Florida corporation ("Contractor"), whose principal address is 1473 Old Haw Creek Road, Bunnell, Florida 32164, Email: zach@indepthservicesinc.com; Phone: 386-202-2771, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to perform Commercial Diving Services (the "Work"), and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Solicitation Event No. 136 - Commercial Diving Services for the City of Fort Lauderdale, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated October 24, 2023 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated 3/29, 2024 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on March 19, 2024, and shall end on March 18, 2025. The City reserves the right to exercise an option to renew the Agreement for three (3) additional one (1)-year terms if additional time is required the same agreed upon terms and conditions and pricing. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in

whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

C. Termination for Cause

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of

this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
1 East Broward Boulevard
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar

circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2023), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this

Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize

subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages

in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either Party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that

it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORT LAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the

employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

EE. Notices

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY: City Manager
 City of Fort Lauderdale
 1 East Broward Boulevard
 Fort Lauderdale, Florida 33301

WITH A COPY: City Attorney
 City of Fort Lauderdale
 1 East Broward Blvd., Suite 1605
 Fort Lauderdale, Florida 33301

FOR CONTRACTOR:
 Zachary J. Rogers, President
 In Depth Inc.
 1473 Old Haw Creek Road
 Bunnell, Florida 32110

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

ATTEST:



David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality

Greg Chavarria
City Manager

Date:

3/29/24

Approved as to Form and Correctness:
Thomas J. Ansbro, City Attorney

By:

Rhonda Montoya Hasan
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

Kamalani Grabowski
Signature
Kamalani Grabowski
Print Name
James Couslin
Signature
James Couslin
Print Name

IN DEPTH INC., a Florida corporation

By: [Signature]
Zachary J. Rogers, President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Flagler :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of March, 2024, by Zachary J. Rogers, as President for IN DEPTH INC., a Florida corporation.

[Signature]
(Signature of Notary Public – State of _____)

Susan A. Couslin
Print, Type or Stamp Commissioned Name
of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____



SUSAN A. COUSLIN
Commission # HH 353022
Expires February 28, 2027

AFFIDAVIT OF EXHIBIT A AND FIDELITY AGREEMENT
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

CONTRACT# WRS/250225

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Zachary Rogers Title: President Entity: In Depth Inc

Signature: [Signature] Date: 3/15/2024

NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of March, 2024 by Zachary Rogers, as

President for In Depth Inc, who is

personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature]

(Notary Seal)

Print Name: Susan A. Couslin

My commission expires: 2/28/2027



SUSAN A. COUSLIN
Commission # HH 353022
Expires February 28, 2027

**Event # 136-0****Name:** Commercial Diving Services

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide commercial diving services for the repair of underwater pipes and structures. In addition, the cleaning and inspection of portable water storage tanks, clearwells, recarbonation and aeration basins and flumes for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (IFB).

Term: Initial 1-year contract with 3 one-year renewals

Supplier must bid on all item either from Group 1 (Lines 1-17) and/or Group 2 (Lines 18-37) to be considered for an award.

Buyer: Mohammed, Stefan**Status:** Open**Event Type:** IFB**Currency:** USD**Sealed Bid:** Yes**Respond To All Lines:** No**Q & A Allowed:** Yes**Number Of Amendments:** 0**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled**Event Dates****Preview:****Q & A Open:** 10/11/2023 05:00:00 PM**Open:** 10/11/2023 03:00:00 PM**Q & A Close:** 10/23/2023 05:00:00 PM**Close:** 10/25/2023 02:00:00 PM**Dispute Close:****Questions**

Question	Response Type	Attachment
Did you complete the attached required forms?	Yes No Text	Event 136- Commercial Diving Services Questions.pdf

Attachments

Name	Attachment
1. General Conditions - Rev 08-2023.pdf	1. General Conditions - Rev 08-2023.pdf

Event # 136-0: Commercial Diving Services

Name	Attachment
Event 136- Commercial Diving Services ITB.pdf	Event 136- Commercial Diving Services ITB.pdf
Basins , clearwell and tanks data for Group 2.pdf	Basins , clearwell and tanks data for Group 2.pdf

Commodity Codes

Commodity Code	Description
962-26	Diving Services

Line Details

Line 1: THREE DIVING CREW SCHEDULED RATE

Description: Three Diver Team scheduled rate at a per hour cost - Monday through Friday from 7:00 am to 6:00 pm.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

Item: THREE DIVING CREW SCHEDULED RATE THREE DIVING CREW SCHEDULED RATE

Long Item Description: Three Diver Team scheduled rate at a per hour cost - Monday through Friday from 7:00 am to 6:00 pm.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 60.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY

Description: THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY.

Event # 136-0: Commercial Diving Services

Three Diving crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

Item: RATE FOR NIGHTS/WEEKENDS/HOLIDAY THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY

Long Item Description: Three Diving crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 60.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: THREE DIVING CREW UNSCHEDULED RATE

Description: THREE DIVING CREW UNSCHEDULED RATE.

This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

Item: DIVING CREW UNSCHEDULED RATE THREE DIVING CREW UNSCHEDULED RATE

Long Item Description: This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage

Commodity Code: 962-26 Diving Services

Quantity: 60.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Event # 136-0: Commercial Diving Services

Line 4: FOUR DIING CREW SCHEDULED RATE

Description: FOUR DIING CREW SCHEDULED RATE

This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

Item: FOUR DIING CREW SCHEDULED RATE FOUR DIING CREW SCHEDULED RATE**Long Item Description:** This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.
The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.**Commodity Code:** 962-26 Diving Services**Quantity:** 40.0000**Unit of HR Measure:****Require No Response:****Price Breaks No Allowed:****Allow Alternate No Responses:****Add On No Charges Allowed:****Line 5: FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS**

Description: FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS

Four Diving Crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: RATE FOR NIGHTS/WEEKENDS/HOLIDAY FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS**Long Item Description:** Four Diving Crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services**Quantity:** 40.0000**Unit of HR**

Event # 136-0: Commercial Diving Services

Measure:

**Require No
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 6: FOUR DIVER CREWS UNSCHEDULED RATE

Description: FOUR DIVER CREWS UNSCHEDULED RATE

This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage

Item: CREWS UNSCHEDULED RATE FOUR DIVER CREWS UNSCHEDULED RATE

Long Item Description: This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.
The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

**Unit of HR
Measure:**

**Require No
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 7: HYDRAULIC ROUGH TERRAIN CRANE

Description: HYDRAULIC ROUGH TERRAIN CRANE

Hydraulic Rough Terrain crane, Link Belt HSP8015 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Event # 136-0: Commercial Diving Services

Item: HYDRAULIC ROUGH TERRAIN CRANE HYDRAULIC ROUGH TERRAIN CRANE

Long Item Description: Hydraulic Rough Terrain crane, Link Belt HSP8015 or equal. All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 8: 4" HYDRAULIC PUMP 400' DISCHARGING HOSE

Description: 4" HYDRAULIC PUMP 400' DISCHARGING HOSE

4" hydraulic Pump 400' discharging hose. All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: DISCHARGING HOSE 4" HYDRAULIC PUMP 400' DISCHARGING HOSE

Long Item Description: 4" hydraulic Pump 400' discharging hose. All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of Measure: HR

Event # 136-0: Commercial Diving Services

**Require No
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 9: 6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE

Description: 6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE

6" Hydraulic Pump (with 400' of discharge hose). All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage

Item: DISCHARGING HOSE 6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE

Long Item Description: 6" Hydraulic Pump (with 400' of discharge hose). All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

**Unit of HR
Measure:**

**Require No
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 10: VACUUM TRUCK

Description: VACUUM TRUCK

Vacuum Truck, 3200 Gallon. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

Event # 136-0: Commercial Diving Services

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: VACUUM TRUCK VACUUM TRUCK

Long Item Description: Vacuum Truck, 3200 Gallon. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 11: FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL

Description: Floating construction platform with Bobcat E35i or Equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: CONSTRUCTION PLATFORM WITH BOBCA FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL

Long Item Description: Floating construction platform with Bobcat E35i or Equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 136-0: Commercial Diving Services

Add On No
Charges
Allowed:

Line 12: FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY

Description: Floating Storage Platform with minimum 4 CY capacity. All fees associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: FLOATING STORAGE PLATFORM FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY

Long Item Description: Floating Storage Platform with minimum 4 CY capacity. All fees associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 13: LONG STICK EXCAVATOR CAT 325 OR EQUAL

Description: LONG STICK EXCAVATOR CAT 325 OR EQUAL

Long Stick Excavator, CAT 325 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: LONG STICK EXCAVATOR LONG STICK EXCAVATOR CAT 325 OR EQUAL

Event # 136-0: Commercial Diving Services

Long Item Description: Long Stick Excavator, CAT 325 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 14: TURBIDITY BARRIER FDOT 104-11

Description: TURBIDITY BARRIER FDOT 104-11

Turbidity Barrier, FDOT 104-11. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: TURBIDITY BARRIER FDOT 104-11 TURBIDITY BARRIER FDOT 104-11

Long Item Description: Turbidity Barrier, FDOT 104-11. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 15: CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY

Event # 136-0: Commercial Diving Services

Description: CLOSED CIRCUIT VIDEO SYSTEM WITH DVD

The City estimates an annual usage of 20 hours. However, quantities listed are not indicative of future usage.

Item: CLOSED CIRCUIT VIDEO SYSTEM CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY

Long Item Description: Closed Circuit Video System with DVD copy.

The City estimates an annual usage of 20 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 20.0000

Unit of Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 16: HYDRAULIC TOOLS

Description: HYDRAULIC TOOLS

Hydraulic Tools. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: HYDRAULIC TOOLS HYDRAULIC TOOLS

Long Item Description: Hydraulic Tools. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Event # 136-0: Commercial Diving Services

Quantity: 40.0000

Unit of HR
Measure:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 17: PUSH BOATS

Description: Push Boats. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Item: PUSH BOATS PUSH BOATS

Long Item Description: Push Boats. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Commodity Code: 962-26 Diving Services

Quantity: 40.0000

Unit of HR
Measure:

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 18: ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS

Description: ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS

Item: FIVEASH TANK #1 ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS

Long Item Description: Please refer to attached spreadsheet (Fiveash tank #1) for more details and specifications.

Commodity Code: 962-26 Diving Services

Quantity: 1.0000

Unit of JA

Event # 136-0: Commercial Diving Services

Measure:**Require No
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges
Allowed:****Line 19: ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS
186X32**

Description: ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32**Item:** FIVEASH TANK #2 ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32**Long Item Description:** See attached spreadsheet for details and specifications for Five ash tank #2**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA
Measure:****Require No
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges
Allowed:****Line 20: ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS
4MIL GA**

Description: ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA**Item:** PEELE DIXIE SOUTH TANK ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA**Long Item Description:** See attached spreadsheet for details and specifications for Peele Dixie South Tank**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA
Measure:****Require Yes
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges
Allowed:**

Event # 136-0: Commercial Diving Services

Line 21: ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG

Description: ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG

Item: PEELE DIXIE NORTH TANK ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG

Long Item Description: See attached spreadsheet for details and specifications for Peele Dixie North Tank

Commodity Code: 962-26 Diving Services

Quantity: 1.0000 **Unit of JA Measure:**

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 22: ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG

Description: ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG

Item: POINCIANA PARK ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG

Long Item Description: See attached spreadsheet for details and specifications for Poinciana Park

Commodity Code: 962-26 Diving Services

Quantity: 1.0000 **Unit of JA Measure:**

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 23: ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG

Description: ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG

Item: SECOND AVENUE ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG

Event # 136-0: Commercial Diving Services

Long Item See attached spreadsheet for details and specifications for Second Avenue
Description:

Commodity 962-26 Diving Services
Code:

Quantity: 1.0000 **Unit of JA Measure:**

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 24: ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG

Description: ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG

Item: FIVE ASH CLEARWELL #1 ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG

Long Item See attached spreadsheet for details and specifications for Five Ash Clearwell # 1
Description:

Commodity 962-26 Diving Services
Code:

Quantity: 1.0000 **Unit of JA Measure:**

Require No
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 25: ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M

Description: ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M

Item: FIVE ASH CLEARWELL #2 ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M

Long Item See attached spreadsheet for details and specifications for Five Ash Clearwell #2
Description:

Commodity 962-26 Diving Services
Code:

Quantity: 1.0000 **Unit of JA Measure:**

Require No

Price Breaks No

Allow Alternate No

Event # 136-0: Commercial Diving Services

Response:**Allowed:****Responses:****Add On No
Charges
Allowed:****Line 26: ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG**

Description: ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG**Item:** FIVE ASH CLEARWELL # 3 ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG**Long Item Description:** See attached spreadsheet for details and specifications for Five Ash Clearwell #3**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA
Measure:****Require No
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges
Allowed:****Line 27: ON GROUND CONCRETE 1 HATCH 0.17MG**

Description: ON GROUND CONCRETE 1 HATCH 0.17MG**Item:** FIVE ASH CLEARWELL #4 ON GROUND CONCRETE 1 HATCH 0.17MG**Long Item Description:** See attached spreadsheet for details and specifications for Five Ash Clearwell #4**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA
Measure:****Require No
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges
Allowed:****Line 28: ON GROUND CONCRETE 2 HATCH 0.37MG**

Event # 136-0: Commercial Diving Services

Description: ON GROUND CONCRETE 2 HATCH 0.37MG

Item: FIVE ASH CLEARWELL # 5 ON GROUND CONCRETE 2 HATCH 0.37MG

Long Item Description: See attached spreadsheet for details and specifications for Five Ash Clearwell #5

Commodity Code: 962-26 Diving Services

Quantity: 1.0000

Unit of JA Measure:

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 29: ON GROUND CONCRETE 4 HATCH 0.31MG

Description: ON GROUND CONCRETE 4 HATCH 0.31MG

Item: FIVE ASH CLEARWELL #6 ON GROUND CONCRETE 4 HATCH 0.31MG

Long Item Description: See attached spreadsheet for details and specifications for Five Ash Clearwell #6

Commodity Code: 962-26 Diving Services

Quantity: 1.0000

Unit of JA Measure:

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 30: ON GROUND CONCRETE 1 HATCH 0.05MG

Description: ON GROUND CONCRETE 1 HATCH 0.05MG

Item: FIVE ASH CLEARWELL #7 ON GROUND CONCRETE 1 HATCH 0.05MG

Long Item Description: See attached spreadsheet for details and specifications for Five Ash Clearwell #7

Commodity Code: 962-26 Diving Services

Event # 136-0: Commercial Diving Services

Code:**Quantity:** 1.0000**Unit of JA
Measure:****Require No
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges
Allowed:****Line 31: ON GROUND CONCRETE 3 HATCH 0.18MG**

Description: ON GROUND CONCRETE 3 HATCH 0.18MG**Item:** PEELE DIXIE CLEARWELL #8 ON GROUND CONCRETE 3 HATCH 0.18MG**Long Item Description:** See attached spreadsheet for details and specifications for Peele Dixie Clearwell #8**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA
Measure:****Require No
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges
Allowed:****Line 32: ON GROUND CONCRETE open 0.121MG**

Description: ON GROUND CONCRETE open 0.121MG**Item:** RECARBONATION BASIN #1/2 ON GROUND CONCRETE open 0.121MG**Long Item Description:** See attached spreadsheet for details and specifications for Decarbonation Basin #1/2**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA
Measure:****Require No
Response:****Price Breaks No
Allowed:****Allow Alternate No
Responses:****Add On No
Charges**

Event # 136-0: Commercial Diving Services

Allowed:**Line 33: ON GROUND CONCRETE open 0.181MG**

Description: ON GROUND CONCRETE open 0.181MG**Item:** RECARBONATION BASIN #3 ON GROUND CONCRETE open 0.181MG**Long Item Description:** See attached spreadsheet for details and specifications for Recarbonation Basin # 3**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA Measure:****Require No Response:****Price Breaks No Allowed:****Allow Alternate No Responses:****Add On No Charges Allowed:****Line 34: ON GROUND CONCRETE open 0.181MG**

Description: ON GROUND CONCRETE open 0.181MG**Item:** RECARBONATION BASIN #4 ON GROUND CONCRETE open 0.181MG**Long Item Description:** See attached spreadsheet for details and specifications for Recarbonation Basin # 4**Commodity Code:** 962-26 Diving Services**Quantity:** 1.0000**Unit of JA Measure:****Require No Response:****Price Breaks No Allowed:****Allow Alternate No Responses:****Add On No Charges Allowed:****Line 35: ON GROUND CONCRETE open FLUMES VARIES**

Description: ON GROUND CONCRETE open FLUMES VARIES

Event # 136-0: Commercial Diving Services

Item: ON GROUND CONCRETE OPEN FLUMES ON GROUND CONCRETE open FLUMES VARIES

Long Item Description: See attached spreadsheet for details and specifications for Flumes

Commodity Code: 962-26 Diving Services

Quantity: 1.0000

Unit of JA Measure:

Require No Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

Line 36: ON GROUND CONCRETE open BASIN 0.177MG

Description: ON GROUND CONCRETE open BASIN 0.177MG

Item: SOUTH AERATION BASIN ON GROUND CONCRETE open BASIN 0.177MG

Long Item Description: See attached spreadsheet for details and specifications for South Aeration Basin

Commodity Code: 962-26 Diving Services

Quantity: 1.0000

Unit of JA Measure:

Require No Response:

Price Breaks No Allowed:

Allow Alternate No Responses:

Add On No Charges Allowed:

Line 37: ON GROUND CONCRETE open BASIN 0.177MG

Description: ON GROUND CONCRETE open BASIN 0.177MG

Item: NORTH AERATION BASIN ON GROUND CONCRETE open BASIN 0.177MG

Long Item Description: See attached spreadsheet for details and specifications for North Aeration Basin

Commodity Code: 962-26 Diving Services

Quantity: 1.0000

Unit of JA Measure:

Event # 136-0: Commercial Diving Services

**Require No
Response:**

**Add On No
Charges
Allowed:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Commercial diving services for the repair of underwater pipes and structures. In addition, the cleaning and inspection of potable water storage tanks, clearwells, recarbonation and aeration basins and flumes for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed at (954) 828- 5351 or email at Smohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

Delivery is required within 48 hours of notification from the city for scheduled projects, and within 2 hours for unscheduled service, 24 hours per day, 7 days per week. Failure to meet this delivery date may be deemed as non-responsive.

Contractor must quote a firm, fixed hourly price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue,

Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged

business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

- 2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

- 2.21.2** The complete protest ordinance may be found on the city's web site at the following link:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

- 2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

- 2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

- 2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Vendor does not own vehicles, Vendor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Vendor waives, and Vendor shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Vendor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

2.26.5 The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage

exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

2.26.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.26.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.29 Award of Contract

Contractor must bid on all items in either Group 1 (lines 1-17) or Group 2 (Lines 18-37) or all lines in both Group 1 and 2. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Approved Equal or Alternative Product Bids – N/A

Manufacturer/Brand/Model Specific Request – N/A

2.36 Contract Period

The initial term shall commence upon date of award by the City and shall expire one (1) year from that date. The City reserves the right to extend the contract for three, additional one-year year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

- 2.37 COST ADJUSTMENTS (Fixed Price with Economic Price Adjustment: Escalator/De-escalator)-** Prices offered shall be firm and fixed price for the initial contract term of ____ year(s). The City, at its sole discretion, may conduct industry or market research to determine whether economic/market conditions support an increase or decrease price adjustment during the renewal term of the contract. Such adjustment, as determined by the City, shall be based on the latest yearly percentage increase or decrease in the All-Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%). The yearly increase or decrease in the CPI shall be the latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior. The City's designated Senior Procurement Specialist/Procurement Specialist will fully document its economic/market analysis to support its recommendation to make a price adjustment upward or downward to the contract. The Chief Procurement Officer may, after reviewing the recommendation, refuse to accept the adjusted costs if they are excessive, or if decreases are considered insufficient.

The City's price adjustment determination will be communicated to the supplier at least ninety (90) days prior to the contract anniversary date of contract renewal. If said communication is not received by the supplier by the above stated timeframe, it shall be construed that no price adjustment will occur during the renewal period. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal period.

2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right

to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.41 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.42 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify,

sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls – N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption

being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES (Group 1 – Lines 1-17)

The City of Fort Lauderdale is actively seeking bids from qualified bidders to perform underwater commercial diving services in navigable river and canal crossings including the Intracoastal Waterway. The diving services will be for inspection, repair, and installation of subaqueous water and sewer pressure pipes.

These services will be on an as-needed and on-call basis; services may be scheduled or unscheduled (as a result of an emergency).

With this solicitation, the City intends to award multiple qualified vendors to provide these services. The City may place orders with any of the winning vendors, selecting the vendor that the City wishes to use which will be based on pricing and/or availability.

3.01 BACKGROUND:

- The City has approximately 18,000 linear feet of subaqueous mains ranging in size from 1.5" to 48" in diameter.
- Dive depths may vary between 2 feet to 50 feet depending on the water body location.
- Diving will be in freshwater, process water, or marine water; using approved commercial diving practices, procedures, equipment, and trained and experienced diving personnel.
- Potential environmental hazards include confined space entry, contaminated sediments, contact with storm water and sanitary sewerage, and fast flowing water.

3.02 SCOPE OF WORK:

- The contractor will perform the following underwater activities:
 - Installation, Inspection, and repair of subaqueous water and sewer pressure pipes.
 - Inspections and Assessments: detection of leaks and cracks; dye tests (food grade dye only if required for potable water); material sampling; inspection, repositioning, and retrieval of instrumentation and equipment.
 - Maintenance and small-scale construction: adjustment, repair, and replacement of mechanical equipment (pumps, valves, gates, other); welding; inspection; repair of coatings and linings; installation, monitoring, and removal of pipe plugs;

installation and removal of stop logs; repair of pipes; installation, retrieval, and repositioning of anchors and rigging; bolting and unbolting of pipe flanges, fittings, and couplings, pipes, and reservoirs (including floors, column bases, columns, walls, sumps, inlet/outlet piping, and related appurtenances); underwater pressure grouting.

- Imaging (vendor supplied equipment): remotely operated imaging (CCTV, sonar, laser); diver operated videography or still photography with video feed capability.
- Underwater locating including Global Positioning System (GPS) mapping of subaqueous infrastructure.

3.03 EQUIPMENT:

- Partial list of equipment required to complete the job includes but not limited to the following items:
 - Crane truck may be used for staging of equipment and lifting pipe and other parts and fittings.
 - Hydraulic power trailer with injecting dredge pump.
 - Hydraulic and jetting hoses (as applicable).
 - Air compressor and related equipment.
 - Diver operated lift tube.
 - Closed Circuit Video System (CCTV) and with thumb drive copy.
 - Diving equipment.
 - All appropriate personal protection equipment required for the workers performing the job.
 - Small barge (10x10) to be used for the divers to place their equipment and rest on it, also that can be pushed out will be sufficient.

3.04 RESPONSE TIME:

- **Unscheduled (emergency) work** may be required on short notice due to equipment failure and/or imminent loss or further damage to equipment.
 - For emergency conditions, contractors should provide the City with a response time of 2 hours (diver on-site).
- **Scheduled projects**, the contractor must be able to meet a response time of 48 hours (diver on-site).

3.05 ESTIMATED USAGE:

The City estimates that its annual usage will be as follows:

Scheduled Services (At least 48 hours' notice)

Day Rate: 7:00 am to 6:00 pm.	100 hours annually
Night (6:01 pm to 6:59 am) and	
Weekend (Saturday 6:59am to Monday 6:59 am) and Holiday Rate	100 hours annually

Unscheduled Services (At least 2 hours' notice) 100 hours annually
 This may be needed anytime, 24 hours/day, 7days/week, 365days/year

Additional Equipment

Hydraulic Rough Terrain Crane	40 hours annually
4" Hydraulic Pump with 400' discharging hose	40 hours annually
6" Hydraulic Pump with 400' discharging hose	40 hours annually
Vacuum Truck	40 hours annually
Floating construction platform with Bobcat E35i or equal	40 hours annually
Floating storage platform with minimum 4 CY capacity	40 hours annually
Long Stick Excavator, CAT 325 or equal	40 hours annually
Turbidity Barrier, FDOT 104-11	40 hours annually
Closed Circuit Video System with DVD copy	20 hours annually
Hydraulic Tools	40 hours annually
Push Boat	40 hours annually

The usage shown above is not indicative of future usage.

3.06 REGULATIONS, LICENSING, AND EXPERIENCE – MINIMUM QUALIFICATIONS:

- Underwater operations shall be conducted in accordance with all local, state, and federal regulations and industry standards:

o **Industry Standards Include:**

- Occupational Safety and Health Administration (OSHA) Standards for Commercial Diving Operations (29 CFR Part 1910, Subpart T – 6/13/2011 – Directive # CPL 02-00151),
- Association of Diving Contractors International (ADCI) standards.
- ANSI/AWWA C600 - Installation of Ductile-Iron water and wastewater mains and their appurtenances (including subaqueous installations).
- AWWA C900-16 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. through 60 In. standard.
- AWWA C906-15 Polyethylene (PE) Pressure Pipe and Fittings, 4 In. through 65 In.

o **Professional licenses, Training, and Experience:**

The City reserves the right to request the information below:

- The divers must be commercially trained to OSHA, USCG, & ADCI standards.
- Proof of commercial diving certifications, training, and safety data shall be provided upon request. **For example, ADCI commercial diver certification card indicating the training level.**
- The successful bidder will be required to have a minimum of 3 – years' experience in underwater commercial diving services in navigable river and canal crossings.
- The Divers must have a minimum of 3 – years-experience in the repair of underwater pipes or structures.
- The Diver supervisor must have a minimum of 10 years years-experience in the repair of underwater pipes or structures.
- Diving operations must be supervised as required by the appropriate governing regulation.
- Each dive member has a valid CPR Certification document.
- Each dive team member has a physician letter no more than one old on file in the company offices.
- Minimum diving emergency equipment shall be available at the site of diving operations

PART IV -TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES (Group 2 – Lines 18-37)**4.01 OBJECTIVE**

The City of Fort Lauderdale Public Works Department is seeking bids to have seven (6) portable water storage tanks, 8 Clearwell, 3 recarbonation basins, two aeration basins and several flumes (located at 4 different locations) will be inspected and cleaned under this contract. Not all the previously mentioned areas will be cleaned concurrently. All tanks are above grade, cylindrical, and range in height from 31.5' to 157' above grade. Other areas are cubical form.

4.02 GENERAL INFORMATION

1. The list of tanks, Clearwell, recovery basins and flumes' locations to be cleaned is located in **Section 4.08** of the Technical Specifications.
2. The City of Fort Lauderdale reserves the right to postpone inspection or cleaning of any or all water storage tanks, Clearwells, basins or flumes if weather conditions, fire hazard or operational needs dictate.
3. The City of Fort Lauderdale reserves the right to cancel the inspection or cleaning of any storage tank, Clearwells, basins or flumes if conditions warrant such action at that water storage site.
4. The water storage tanks, Clearwells, basins and flumes are to be cleaned and inspected by certified divers while they remain in service.
5. The contractor shall provide all travel, lodging, labor, equipment, and materials necessary to provide sediment sampling, vacuum cleaning, and inspections of the tanks. Any equipment used must only have been used in potable water facilities or be new. All must be NSF of food grade certified.
6. Upon completion of the cleaning and inspections, the contractor shall provide a written insured report documenting the findings during the inspection, and an album of digital photographs and video, both underwater and above the water surface, of each tank interior. The inspection report will signed and sealed by a Florida licensed professional engineer.
7. Report and photo albums shall be in both electronic and hard copied format as specified herein and not be supplemented or replaced with other means of documentation while all reports are to be comprehensive, written analysis of each structure having conclusions that include required maintenance and or upgrades.

8. Overall evaluation of the Water Storage Tanks, clearwells , basins and flumes condition shall be conducted and reported in accordance with AWWA Standard D101.

4.03 PROJECT MANAGEMENT

The City of Fort Lauderdale will have personnel on site during the cleaning, but the Contractor shall conduct all cleaning operations site management and dive operations. The entire cleaning operation and material disposal shall be the responsibility of the Contractor. Scheduling of work and obtaining approval from plant management staff is required prior to commencing or moving to a different tank or equivalent.

The Contractor shall have a minimum of 10 years' experience in potable water tank cleaning operations, understand water treatment operations and be affiliated with a certified water quality consulting firm therefore having considerable understanding of water production, supply and maintenance.

The Contractor shall be trained and certified in management of water quality testing and testing of sediment.

4.04 SUBMITTALS

After award and prior to the start of the work under this contract, the contractor shall prepare and submit the following documents for The City of Fort Lauderdale to review:

- OSHA compliant Safety Plan
- Evacuation Plan
- Sanitization Plan
- Dive Plan including logs
- Cleaning Plan
- Secretary of State Certification to do business in Florida (3 years minimum)
- Physician Letters for each diver/inspector stating the diver has been cleared to work in potable water (not older than 1 year)
- Certificate of Insurance (Workers Comp/Liability/Auto/Report Writing)
- Background Checks on all employees
- References – A list of 25 jobs completed in the State of Florida (of similar size and nature)
- Certified letter stating Diving Gear has never been in any environment other than in potable water and that the equipment is NSF or food grade

In particular, the Dive Plan and/or Safety Plan shall include a procedure for rescue of any diver who needs to be rescued from inside a water storage tank for two cases: a tank having a fixed access ladder inside the tank, and a tank with no inside access ladder in which the Contractor provides temporary diver access using a method such as a temporary

access ladder tied to the roof hatch of the tank. The Contractor shall prepare and forward to The City of Fort Lauderdale additional documents if required either by regulation or as part of standard company routine. The work shall not begin until the City of Fort Lauderdale has reviewed and accepted these initial documents.

4.05 SPECIFICATIONS

Florida Administrative Code 62-555.350(2) states that water tanks shall be inspected for structural and coating integrity at least once every five (5) years by personnel under the responsible charge of a Professional Engineer licensed in Florida. The PE will be provided by the Contractor as a requirement of the proposal. All work performed shall strictly comply with State of Florida regulation 62-555 requirements and shall comply with A.W.W.A. standard for disinfection of water storage facilities section 5: Disinfection Procedures When Conducting Underwater Inspection of Potable Water Storage Facilities shall be adhered to.

1. Contractor shall have had a Secretary of State Certification to do business in Florida (3 years minimum).
2. Diver services in finished water storage tanks shall be accomplished by divers experienced in potable water facilities.
3. All divers shall meet or exceed the most current ANSI/ACDE 01 training requirements, be OSHA certified in confined space entry and be inland diving certified. The inspector diver(s) shall also be NACE certified and have a minimum of 10 years' experience inspecting potable water storage tanks (provide resume's upon City's request within five (5) business days).
4. All diving equipment and clothing shall be dedicated for the sole purpose of inspection of potable water treatment or storage facilities. Dive equipment and clothing shall have only been used in potable water or shall be new. Certification history on all equipment shall be readily available and shall be furnished upon request of the City within five (5) business days and the items shall be available for inspection.
5. Capability to use external air supplied equipment is required. No oil driven equipment is to be used.
6. Diving clothing shall be of the dry suit type and be free from tears, scrapes, unrepaired areas, or other imperfections that may impair the integrity of the suit.
7. Divers must have the capability for full time voice communications between surface support and diver(s).
8. All equipment and clothing shall be disinfected with a 200-ppm chlorine solution immediately prior to entry into the tank. The diver and the clothing shall be disinfected after the diver is suited up. The dive suit shall completely encapsulate the diver with no bare skin exposed, including hands. There shall be no contact of the mouth or head with

the water during the inspection. The head shall be fully encapsulated by a helmet or dry suit hood with full-face mask. Between uses, all equipment and clothing dedicated for potable water, underwater inspection work shall be stored in a manner that prevents both chemical and bacteriological contamination.

9. All divers shall have a minimum of five (5) years diving experience in potable water tanks. Acceptable proof of diver qualifications are: current ANSI/ACDE 01 training requirement, be OSHA certified in confined space entry and have potable water tank inspection work experience and report writing experience. Commercial diving skills shall include extensive experience using surface-supplied air.
10. The inspector diver(s) shall have a minimum of ten (10) years' experience diving in potable water tanks and in underwater inspection (proof of 10 years' experience inspecting tanks/resume and proof of NACE certification is required within five (5) business days from request of the City).
11. All divers shall have knowledge of construction practices as related to the fabrication of pre-stressed concrete and welded steel tanks.
12. All personnel on the dive team shall be free of communicable diseases and shall not have been under a physician's care within the seven-day period prior to entering the facility.
13. No person who knowingly has an abnormal temperature or symptom of illness shall work in a potable water storage facility. The City of Fort Lauderdale will request a physician's assurance stating that personnel are free of water-transferable communicable diseases.
14. The Contractor shall complete insured written comprehensive reports for each tank, documenting the findings during the inspection and provide a conclusion with recommendations. The Contractor shall provide a photo album of digital photographs, both underwater and above the water surface of each tank interior and exterior. Report and photo albums shall be in electronic format and hard copy format. Bidder shall submit with its bid document, the above-mentioned documents and sample final report. Bids submitted without the aforementioned may be rendered nonresponsive.
15. The City of Fort Lauderdale shall not be responsible for nor make any payments for normal wear and tear or routine maintenance of Contractor equipment.

4.06 CLEANING AND INSPECTION

1. For each area (tank, clearwell, basin or flume) to be cleaned, the scope of work shall include the tasks described herein. Prior to the initiation of work, The City of Fort Lauderdale will select the tanks to be cleaned under this agreement.

2. For each area (tank, clearwell, basin or flume) to be cleaned, the Contractor shall begin with a pre-job site visit with The City of Fort Lauderdale designee. The purpose of this visit is to see the site location, street access to the site, space available at the site for the necessary equipment, access into the area that will be cleaned, the location of the nearest sanitary sewer manhole(s), and other details of the tank and its site.
3. The Contractor shall dispose of water in accordance with all applicable laws and regulations.
4. All cleaning shall commence after the Contractor mobilizes onto the site(s) and sets up its equipment for the cleaning work.
5. All cleaning shall be by a diver using surface supplied air and shall include vacuum removal of all sediment and removal by hand of any debris too large to be vacuumed up.
6. Sediment shall be measured and documented
7. Cleaning shall be performed using a vacuum that will not be less than 350 gpm; divers are not permitted to wear fins during the cleaning operation.
8. No turbidity created by silt clouds will be permitted during the cleaning operation.
9. The Contractor shall provide a Lump Sum cost for the removal of sediment and debris and not include any provisions for additional costs i.e.: sediment removal. Sedimentation removal should not exceed 2 feet. In the unlikely case the sedimentation exceeds two feet the contractor will provide a quote for each additional foot of sediment removal.
10. The dive operation shall include an audio system to permit two-way communication to relay specific requests to the diver, and a camera shall allow those outside the tank to see what the diver is looking at on a screen in the dive vehicle or equipment trailer, yet video will not be allowed as a substitute for comprehensive reports or photos.
11. No smoking shall be allowed on any The City of Fort Lauderdale property.
12. Following or during cleaning, the Contractor shall conduct a comprehensive water storage tank inspection of exterior and interior features including as a minimum the inlet/outlet pipe, overflow pipe, other interior piping, ladder, personnel entrance hatches on walls and interior roof, columns, floor, wall, seams, roof structure, etc. The interior inspection shall be documented and photographed.
13. The Contractor shall provide an electronic album of numbered photos and a written report (insured) of the inspection results, with the report cross referenced to the photographs.

14. Each inspection report shall be furnished in Microsoft Word electronic format, latest revision, and shall contain a comprehensive discussion of the condition of the water storage tank, with particular attention to interior elements and interior surfaces.
15. All CD's, photograph albums, and reports shall become the property of the City of Fort Lauderdale. Each bidder should submit a sample water storage tank inspection report with its bid, however, must submit within five (5) business days from request of the City.

4.07 OTHER PROJECT REQUIREMENTS

1. The Contractor's personnel and equipment will be allowed reasonable access to the work site during normal business hours, and a sufficient area of working space. Unless otherwise agreed by both parties, normal business hours shall include an eight-hour workday during the interval of 07:30 AM to 03:30 PM, excluding The City of Fort Lauderdale holidays.
2. All work shall be done in accordance with OSHA, and all other applicable laws and regulations.
3. The Contractor shall be responsible for all site safety, spill containment precautions, decontamination of equipment and diver, and protection of water quality from tank cleaning activities.
4. The Contractor shall be responsible for the water quality in the working areas (storage tank , clearwell , etc.) during cleaning and from diver and equipment contact with the water. At the request of The City of Fort Lauderdale, the Contractor must provide certified water health analysis and sediment analysis.
5. Silt clouds raised by cleaning operations shall not be permitted.
6. Equipment exposed to potable water, including diving equipment, shall be new or previously exposed only to potable water. All equipment to be taken into any storage tank shall be in good working condition and shall be properly cleaned and disinfected immediately prior to use inside any storage tank.
7. No dive suit that leaks shall be allowed into a drinking water storage tank. The Contractor shall provide a certified letter stating Diving Gear has never been in any environment other than in potable water.
8. The Contractor shall furnish all diver lift equipment required for tank roof access, and/or a portable (and disinfected) ladder for tank interior access.
9. For each storage tank to be cleaned, the Contractor shall obtain the necessary access information during a pre-job site visit with the City of Fort Lauderdale.

10. Contractor employees must be able to read and understand English since the safety signs and training to be provided (Risk Management Plan) is conducted in English.

4.08 SITE LOCATIONS

Two tanks are located at 949 N.W. 38th Street, Oakland Park, FL. 33309 (7 MG concrete, 5 MG concrete, and 5 MG welded steel.)

Two tanks are located at 1500 S. State Road 7, Fort Lauderdale, FL. 33317 (both 4 MG concrete.)

One tank is located at the intersection of S.E. 4th Ave. and S.E. 21th Street, Fort Lauderdale, FL. 33316 (2 MG concrete.)

One tank is located at the intersection of 625 NW 2nd Avenue, Fort Lauderdale, FL. 33311 (1 MG elevated welded steel.)

All Clearwells, basins (aeration and recarbonation) and flumes are located at 949 N.W. 38th Street, Oakland Park, FL. 33309

Mixing tank (clearwell) located at 1500 S. State Road 7, Fort Lauderdale, FL 33317

4.09 SITE SECURITY

1. The Contractor shall comply with the Homeland Security Act and The City of Fort Lauderdale's protocol for personnel identification, site access control, and contractor deliveries.
2. The Contractor shall designate a site security monitor who shall be on-site and available at all times while work is being performed, and who shall ensure that requirements of this section are met. This individual may be the superintendent.
3. For each day of on-site work, all Contractor, subcontractor and delivery personnel shall sign a daily sign-in log furnished by the City of Fort Lauderdale Designee. Each daily log shall include: individuals full name, company and company phone number.
4. All personnel associated with the work, except for any diver while wearing a dive suit, shall be required to wear identification badges at all times while working at the site. Identification badges shall be attached above the waist on outer garments and shall be visible at all times.
5. Upon request, badges shall be shown to The City of Fort Lauderdale staff or security officers. Persons without badges shall be required to immediately leave the site unless the City of Fort Lauderdale representative or the Contractor's site security monitor can verify that the person is required on site.

6. For short term, unplanned or emergency access, as determined by the Contractor and approved by The City of Fort Lauderdale, the Contractor's site superintendent shall verify the identity of the visitor to The City of Fort Lauderdale site manager.
7. The Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current Driver's License or a state issued Identification Card.

a. Background checks:

- i. Upon request of the City, the Contractor shall within five business days provide, as allowed by law, a background check on employee that enters the site. The City of Fort Lauderdale reserves the right to deny access to the site to any person, as allowed by the law.

ii. The background check shall include:

1. LEVEL 1 (Past 5 years)
2. Identification Verification
3. Selective Service Status (registered/unregistered)
4. FDLE Automated Criminal Record -Not performed when ordering a LEVEL II check
5. Clerk of Courts by County of Residence
6. Employment Verification
7. DMV by State of residence
8. Military Service Verification
9. Professional License & Certification Check
- 10.5 Panel Drug Screen
 - a. Amphetamines
 - b. Cocaine Metabolites
 - c. Marijuana Metabolites
 - d. Opiate Metabolites
 - e. Phencyclidine

8. **Site Access Control:** At the end of each workday, any gates, hatches, doors, windows, manways, and exterior ladders, etc. shall be secured, closed and locked.
9. Any alarmed system, which is activated or disabled during the workday, shall be tested in conjunction with the City of Fort Lauderdale designee. At the end of each workday, the Contractor shall secure all equipment, hazardous materials, tools, materials and flammable fluids.
10. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools, materials and flammable fluids. The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license).

11. **Vehicle and Equipment Search:** All vehicles and packages shall be subject to search by The City of Fort Lauderdale designated security personnel. If the driver/owner of a vehicle will not allow the search, access to the site will be denied. All vehicles on The City of Fort Lauderdale property may be searched for items that may pose a threat to the facility or to personnel.
12. **Photo Control:** Contractor shall not distribute any project photographs, images of video of this project to outside or third parties, except with any potential subcontractors, suppliers, etc., directly involved with the project.
13. **Contractor shall obtain the written consent of The City of Fort Lauderdale prior to distribution of photographs, images of video to outside third parties. This need for prior written consent includes but is not limited to: publications or trade journals, public relations displays, websites, magazine articles and other media available to the public. Contractor shall exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the project.**

4.10 – References (Groups 1 and 2)

All bidders are required to complete the "References" document.

A minimum of three (3) references shall be provided

END OF SECTION

Executive Summary Report

Of

Event: 136-0 - Commercial Diving Services

Buyer: STEFAN MOHAMMED

Date Range: 10/11/2023 03:00:00 PM - 10/25/2023 02:00:00 PM

Suppliers Notified: 17

Notified Suppliers 1 Responding:

All Suppliers 3 Responding:

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachment Exists
In Depth Inc	Zachary Rogers	386-202-2771	Zach@indepthservicesinc.com	Bunnell	FL	485,250.00	0.00	Yes
Industrial Divers Corp.	Alejandro Delgado	9545232906	idcshop@bellsouth.net	Fort Lauderdale	FL	253,000.00	0.00	No
KCDS	Jason Wood	785-408-0424	jwood@kansasdive.com	Topeka	KAN	44,800.00	0.00	No

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
THREE DIVING CREW SCHEDULED RATE-	Three Diver Team scheduled rate at a per hour cost - Monday through Friday from 7:00 am to 6:00 pm. The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.	HR	60.0000

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CAM #24-0019
Exhibit 1
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continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	60.0000	HR	405.00000000	0.00
Industrial Divers Corp.	60.0000	HR	375.00000000	0.00
Item	Description	Unit of Measure	Quantity	
RATE FOR NIGHTS/WEEKENDS/HOLIDAY-	THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY. Three Diving crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am-Mon 6:59am)/holidays (12 am - 11.59pm). The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.	HR	60.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	60.0000	HR	635.00000000	0.00
Industrial Divers Corp.	60.0000	HR	487.50000000	0.00
Item	Description	Unit of Measure	Quantity	
DIVING CREW UNSCHEDULED RATE-	THREE DIVING CREW UNSCHEDULED RATE. This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year. The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.	HR	60.0000	

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	60.0000	HR	955.00000000	0.00
Industrial Divers Corp.	60.0000	HR	525.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FOUR DIING CREW SCHEDULED RATE-	FOUR DIING CREW SCHEDULED RATE	HR	40.0000	
This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.				
The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.				

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	495.00000000	0.00
Industrial Divers Corp.	40.0000	HR	500.00000000	0.00
KCDS	40.0000	HR	350.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
RATE FOR NIGHTS/WEEKENDS/HOLIDAY-	FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS	HR	40.0000
	Four Diving Crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am-Mon 6:59am)/holidays (12 am - 11.59pm).		
	The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.		

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	745.000000000	0.00
Industrial Divers Corp.	40.0000	HR	650.000000000	0.00
Item	Description	Unit of Measure	Quantity	
CREWS UNSCHEDULED RATE-	FOUR DIVER CREWS UNSCHEDULED RATE	HR	40.0000	
	This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.			
	The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage			

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	1,125.00000000	0.00
Industrial Divers Corp.	40.0000	HR	700.00000000	0.00
Item	Description	Unit of Measure	Quantity	
HYDRAULIC ROUGH TERRAIN CRANE-	HYDRAULIC ROUGH TERRAIN CRANE	DA	5.0000	
Hydraulic Rough Terrain crane, Link Belt HSP8015 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.				
The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.				

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	5.0000	DA	5,500.00000000	0.00
Industrial Divers Corp.	5.0000	DA	1,400.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
DISCHARGING HOSE-	4" HYDRAULIC PUMP 400' DISCHARGING HOSE	HR	40.0000
	4" hydraulic Pump 400' discharging hose. All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.		
	The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.		

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	155.00000000	0.00
Industrial Divers Corp.	40.0000	HR	100.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
DISCHARGING HOSE-	6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE	HR	40.0000
	6" Hydraulic Pump (with 400' of discharge hose). All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.		
	The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage		

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	300.00000000	0.00
Industrial Divers Corp.	40.0000	HR	200.00000000	0.00

Exhibit A - Fort Lauderdale Agreement**CONTRACT# WRS/250225**

continued...

Item	Description	Unit of Measure	Quantity
VACUUM TRUCK-	VACUUM TRUCK	HR	40.0000

Vacuum Truck, 3200 Gallon. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	625.00000000	0.00
Industrial Divers Corp.	40.0000	HR	450.00000000	0.00

Item	Description	Unit of Measure	Quantity
CONSTRUCTION PLATFORM WITH BOBCA-	Floating construction platform with Bobcat E35i or Equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.	DA	5.0000

The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	5.0000	DA	4,100.00000000	0.00
Industrial Divers Corp.	5.0000	DA	2,500.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FLOATING STORAGE PLATFORM-	Floating Storage Platform with minimum 4 CY capacity. All fees associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.	HR	40.0000	
The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.				

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	315.00000000	0.00
Industrial Divers Corp.	40.0000	HR	375.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
LONG STICK EXCAVATOR-	LONG STICK EXCAVATOR CAT 325 OR EQUAL	DA	5.0000
	Long Stick Excavator, CAT 325 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.		
	The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.		

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	5.0000	DA	7,500.00000000	0.00
Industrial Divers Corp.	5.0000	DA	2,500.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TURBIDITY BARRIER FDOT 104-11-	TURBIDITY BARRIER FDOT 104-11	HR	40.0000
	Turbidity Barrier, FDOT 104-11. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.		
	The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.		

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	100.00000000	0.00
Industrial Divers Corp.	40.0000	HR	75.00000000	0.00
Item	Description	Unit of Measure	Quantity	
CLOSED CIRCUIT VIDEO SYSTEM-	CLOSED CIRCUIT VIDEO SYSTEM WITH DVD	HR	20.0000	
The City estimates an annual usage of 20 hours. However, quantities listed are not indicative of future usage.				

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	20.0000	HR	125.00000000	0.00
Industrial Divers Corp.	20.0000	HR	62.50000000	0.00
Item	Description	Unit of Measure	Quantity	
HYDRAULIC TOOLS-	HYDRAULIC TOOLS	HR	40.0000	
Hydraulic Tools. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.				
The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.				

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	100.00000000	0.00
Industrial Divers Corp.	40.0000	HR	87.50000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
PUSH BOATS-	Push Boats. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted. The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.	HR	40.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	250.00000000	0.00
Industrial Divers Corp.	40.0000	HR	275.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FIVEASH TANK #1-	ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	11,000.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,200.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FIVEASH TANK #2-	ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32	JA	1.0000	

Exhibit A - Fort Lauderdale Agreement**CONTRACT# WRS/250225**

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	9,500.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,600.00000000	0.00
Item	Description	Unit of Measure	Quantity	
PEELE DIXIE SOUTH TANK-	ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	9,500.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,600.00000000	0.00
Item	Description	Unit of Measure	Quantity	
PEELE DIXIE NORTH TANK-	ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	9,500.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,200.00000000	0.00
Item	Description	Unit of Measure	Quantity	
POINCIANA PARK-	ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG	JA	1.0000	

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	6,300.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,600.00000000	0.00
Item	Description	Unit of Measure	Quantity	
SECOND AVENUE-	ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,600.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FIVE ASH CLEARWELL #1-	ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	6,300.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,400.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FIVE ASH CLEARWELL #2-	ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M	JA	1.0000	

Exhibit A - Fort Lauderdale Agreement**CONTRACT# WRS/250225**

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	4,500.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FIVE ASH CLEARWELL # 3-	ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,750.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FIVE ASH CLEARWELL #4-	ON GROUND CONCRETE 1 HATCH 0.17MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	4,500.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FIVE ASH CLEARWELL # 5-	ON GROUND CONCRETE 2 HATCH 0.37MG	JA	1.0000	

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL #6-	ON GROUND CONCRETE 4 HATCH 0.31MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL #7-	ON GROUND CONCRETE 1 HATCH 0.05MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
PEELE DIXIE CLEARWELL #8-	ON GROUND CONCRETE 3 HATCH 0.18MG		JA	1.0000

Exhibit A - Fort Lauderdale Agreement**CONTRACT# WRS/250225**

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description	Unit of Measure	Quantity	
RECARBONATION BASIN #1/2-	ON GROUND CONCRETE open 0.121MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description	Unit of Measure	Quantity	
RECARBONATION BASIN #3-	ON GROUND CONCRETE open 0.181MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description	Unit of Measure	Quantity	
RECARBONATION BASIN #4-	ON GROUND CONCRETE open 0.181MG	JA	1.0000	

Exhibit A - Fort Lauderdale Agreement

CONTRACT# WRS/250225

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description	Unit of Measure	Quantity	
ON GROUND CONCRETE OPEN FLUMES-	ON GROUND CONCRETE open FLUMES VARIES	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	12,000.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description	Unit of Measure	Quantity	
SOUTH AERATION BASIN-	ON GROUND CONCRETE open BASIN 0.177MG	JA	1.0000	

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description	Unit of Measure	Quantity	
NORTH AERATION BASIN-	ON GROUND CONCRETE open BASIN 0.177MG	JA	1.0000	

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00

Header Questions And Responses

QUESTION

Did you complete the attached required forms?

Question Responses		
Supplier	Response	Has Attachment
In Depth Inc	Yes-Yes, see attached:	Yes
Industrial Divers Corp.	Yes-Yes	Yes
KCDS	Yes-Yes	Yes

Q And A

Supplier	Question	Answer
Industrial Divers Corp.	Can this emergency response time be extended to 4 hours or clarified that a company representative will be on site within 2 hour with full dive team to follow. If an emergency occurs in the middle of the night 2 hours may not be sufficient time.	4 hours response is reasonable

Exhibit A - Fort Lauderdale Agreement**CONTRACT# WRS/250225**

continued...

Supplier	Question	Answer
Industrial Divers Corp.	Line items such as #7, 10, 11, & 13 tend to be specialty rental equipment or subcontracts. The unit of measure for these item is per hour but we need to rent them per day. Is there, or can we stipulate, a minimum invoice of 4 or 8 hours?	Quote it for 8-hour day, the line uom will be updated to reflect day
Industrial Divers Corp.	This contract is for 1 year with 3 one year renewals. Is there a COLA or % increase per year to cover inflation and/or the yearly increase in the Florida minimum wage? Or do we need to guesstimate or costs 4 years out in this uncertain economy?	Contract only allows for CPI increase not to exceed 5%. Which can be reviewed after the initial term and upon execution of the renewal each year with proper justification. Any other increases will need to be factored into the bid.
Industrial Divers Corp.	Line 14 "FDOT 104-11" is an item code for floating turbidity barrier per foot. The unit of measure listed is per hour, please provide an estimate of what type of barrier DOT I, II, or III is needed and how long, and length of skirt if any?	DOT II 100"

EXHIBIT B

Line Responses For Event # 136-0

Company: 10

Supplier Group: COFL

Supplier Contact: 1

Event #: 136-0

Supplier: 654

Supplier Contact Name: Zachary Rogers

Event Name: Commercial Diving Services

Supplier Name: In Depth Inc

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
1	THREE DIVING CREW SCHEDULED RATE	THREE DIVING CREW SCHEDULED RATE			60.0000	60.0000	HR	405.000000000	No	No		Yes	No	No
2	RATE FOR NIGHTS/WEEKENDS/HOLIDAY	THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY			60.0000	60.0000	HR	635.000000000	No	No		Yes	No	No
3	DIVING CREW UNSCHEDULED RATE	THREE DIVING CREW UNSCHEDULED RATE			60.0000	60.0000	HR	955.000000000	No	No		Yes	No	No
4	FOUR DIING CREW SCHEDULED RATE	FOUR DIING CREW SCHEDULED RATE			40.0000	40.0000	HR	495.000000000	No	No		Yes	No	No
5	RATE FOR NIGHTS/WEEKENDS/HOLIDAY	FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS			40.0000	40.0000	HR	745.000000000	No	No		Yes	No	No
6	CREWS UNSCHEDULED RATE	FOUR DIVER CREWS UNSCHEDULED RATE			40.0000	40.0000	HR	1,125.000000000	No	No		Yes	No	No
7	HYDRAULIC ROUGH TERRAIN CRANE	HYDRAULIC ROUGH TERRAIN CRANE			5.0000	5.0000	DA	5,500.000000000	No	No		Yes	No	No

Exhibit A - Fort Lauderdale Agreement

CONTRACT# WRS/250225

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Char ge	No Bi d	No Bid Reason	Respo nse Exists	Questi ons Exist	Is Awar ded
8	DISCHARGING HOSE	4" HYDRAULIC PUMP 400' DISCHARGING HOSE			40.0000	40.0000	HR	155.000000000	No	No		Yes	No	No
9	DISCHARGING HOSE	6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE			40.0000	40.0000	HR	300.000000000	No	No		Yes	No	No
10	VACUUM TRUCK	VACUUM TRUCK			40.0000	40.0000	HR	625.000000000	No	No		Yes	No	No
11	CONSTRUCTION PLATFORM WITH BOBCA	FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL			5.0000	5.0000	DA	4,100.000000000	No	No		Yes	No	No
12	FLOATING STORAGE PLATFORM	FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY			40.0000	40.0000	HR	315.000000000	No	No		Yes	No	No
13	LONG STICK EXCAVATOR	LONG STICK EXCAVATOR CAT 325 OR EQUAL			5.0000	5.0000	DA	7,500.000000000	No	No		Yes	No	No
14	TURBIDITY BARRIER FDOT 104-11	TURBIDITY BARRIER FDOT 104-11			40.0000	40.0000	HR	100.000000000	No	No		Yes	No	No
15	CLOSED CIRCUIT VIDEO SYSTEM	CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY			20.0000	20.0000	HR	125.000000000	No	No		Yes	No	No
16	HYDRAULIC TOOLS	HYDRAULIC TOOLS			40.0000	40.0000	HR	100.000000000	No	No		Yes	No	No

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
17	PUSH BOATS	PUSH BOATS			40.0000	40.0000	HR	250.000000000	No	No		Yes	No	No
18	FIVEASH TANK #1	ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS			1.0000	1.0000	JA	11,000.00000000	No	No		Yes	No	No
19	FIVEASH TANK #2	ON GROUND CONCRETE TANK 55"48" ROOF HATCH 2 MANWAYS 186X32			1.0000	1.0000	JA	9,500.00000000	No	No		Yes	No	No
*20	PEELE DIXIE SOUTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA			1.0000	1.0000	JA	9,500.00000000	No	No		Yes	No	No
21	PEELE DIXIE NORTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG			1.0000	1.0000	JA	9,500.00000000	No	No		Yes	No	No
22	POINCIANA PARK	ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG			1.0000	1.0000	JA	6,300.00000000	No	No		Yes	No	No
23	SECOND AVENUE	ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG			1.0000	1.0000	JA	3,350.00000000	No	No		Yes	No	No

Exhibit A - Fort Lauderdale Agreement

CONTRACT# WRS/250225

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
24	FIVE ASH CLEARWELL #1	ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG			1.0000	1.0000	JA	6,300.00000000	No	No		Yes	No	No
25	FIVE ASH CLEARWELL #2	ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M			1.0000	1.0000	JA	4,500.00000000	No	No		Yes	No	No
26	FIVE ASH CLEARWELL # 3	ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG			1.0000	1.0000	JA	3,750.00000000	No	No		Yes	No	No
27	FIVE ASH CLEARWELL #4	ON GROUND CONCRETE 1 HATCH 0.17MG			1.0000	1.0000	JA	4,500.00000000	No	No		Yes	No	No
28	FIVE ASH CLEARWELL # 5	ON GROUND CONCRETE 2 HATCH 0.37MG			1.0000	1.0000	JA	3,350.00000000	No	No		Yes	No	No
29	FIVE ASH CLEARWELL #6	ON GROUND CONCRETE 4 HATCH 0.31MG			1.0000	1.0000	JA	3,350.00000000	No	No		Yes	No	No
30	FIVE ASH CLEARWELL #7	ON GROUND CONCRETE 1 HATCH 0.05MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
31	PEELE DIXIE CLEARWELL #8	ON GROUND CONCRETE 3 HATCH 0.18MG			1.0000	1.0000	JA	3,350.00000000	No	No		Yes	No	No
32	RECARBONATION BASIN #1/2	ON GROUND CONCRETE open 0.121MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
33	RECARBONATION BASIN #3	ON GROUND CONCRETE open 0.181MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
34	RECARBONATION BASIN #4	ON GROUND CONCRETE open 0.181MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
35	ON GROUND CONCRETE OPEN FLUMES	ON GROUND CONCRETE open FLUMES VARIES			1.0000	1.0000	JA	12,000.00000000	No	No		Yes	No	No
36	SOUTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
37	NORTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No

MARINE CONSTRUCTION



FACTS

Waterfront and marine environment infrastructure suffers from exposure to the elements at a faster rate than conventional construction. Having experts on hand to assist in the development and deployment of strategies to mitigate and repair damage is cost-effective through the extension of the life span of existing structures whilst minimizing the impact on the environment.

SERVICES

Underwater construction, repair and inspections of existing or new infrastructure.

Marine Construction Excellence



In Depth, Inc.

MARINE CONSTRUCTION

In Depth's marine construction expertise includes projects offshore and inland and cover a wide array of project skills, including:

- Concrete and form work
- Welding
- Inspection
- Maintenance of existing infrastructure
- Photography and video
- Pipe laying, identification and recovery and and pipe support services
- Installation of scientific and technical instruments

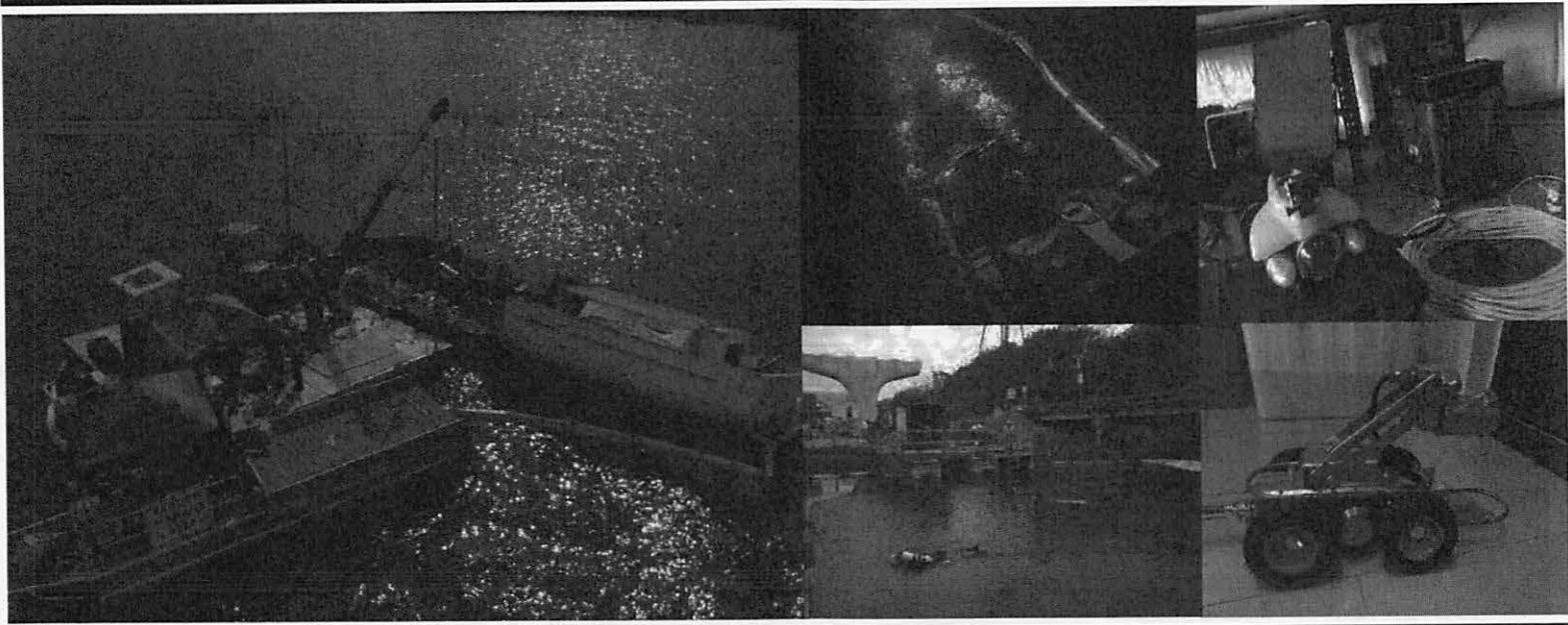
Regular inspections and scheduled repairs of existing infrastructure help maintain safer facilities for the property owners, and the public.

Our certified engineer on staff and professional divers can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

Contact In Depth, Inc. and our knowledgeable team will get to work for you,

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

EMERGENCY RESPONSE



FACTS

Whether it is weather related, from a catastrophic hurricane, or a failure of infrastructure or a singular event, planning ahead to mitigate disaster reaps great benefits.

SERVICES

Emergency Response
Aerial, Underwater, Topside Support

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

EXCELLENCE IN UNDERWATER SERVICES



In Depth, Inc.

PROFESSIONAL PERSONNEL AND RAPID RESPONSE.

In Depth Inc. maintains a dedicated staff of divers and professionals that can respond rapidly and efficiently to events that occur naturally, or man-made. Our wide breadth of experience includes emergency response to hurricane events, flooding and destruction.

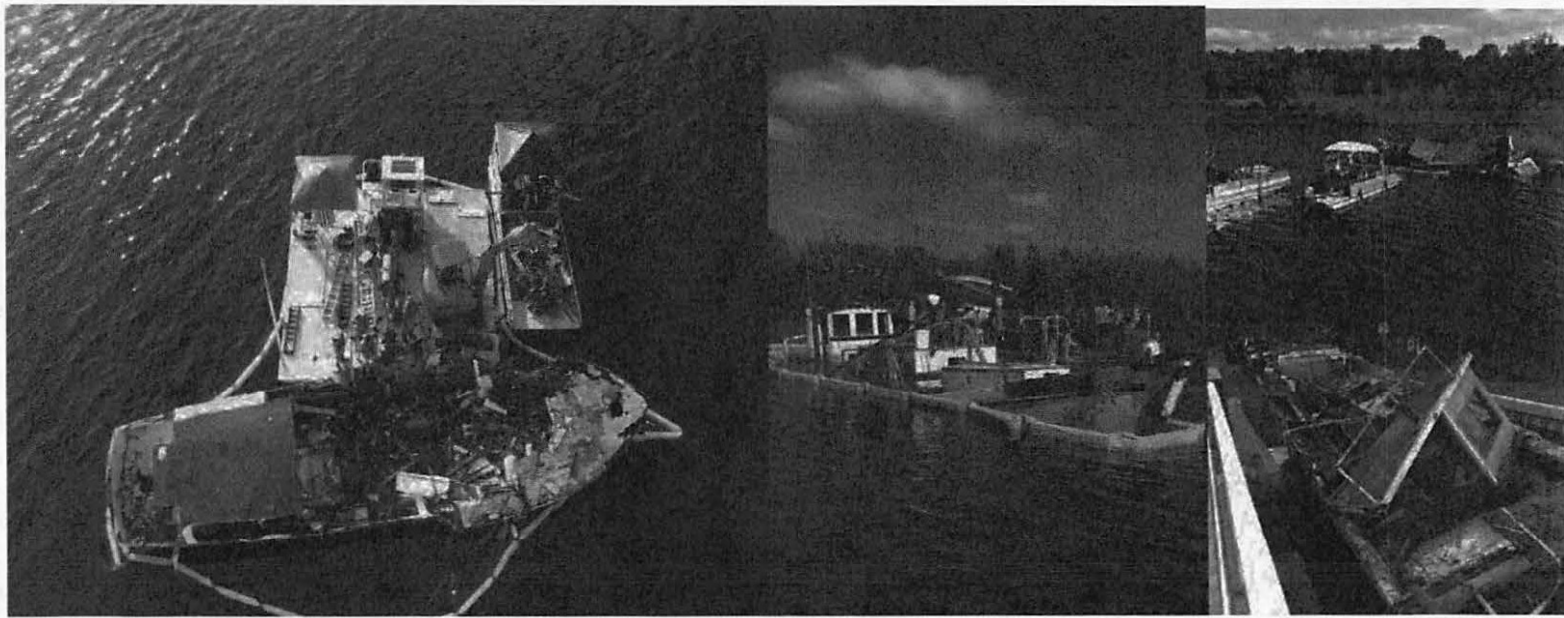
In Depth Inc. includes salvage expertise that can help mitigate environmental disasters such as oil and fuel spills and sunken/crippled vessels, derelict vessel recovery and salvage. In Depth, Inc. utilizes the latest technology to bring to clients a turnkey operation that covers most project requirements including:

Drones: In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilised by utility districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally. Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.

Remote Operated Vehicles (ROV's): Rapidly deployed offshore or inland, our ROV's can capture high resolution video and capture quality photographs even in poor light/poor water quality conditions.

Personnel: Our certified commercial divers specialize in their trade, and remain up to date with critical certifications. Our project managers have experience working on FEMA and USCG projects, major oil spills and vessel salvages. We have the tools, techniques and expertise to successfully complete the most demanding projects.

DERELICT VESSEL SALVAGE



FACTS

Derelict vessels contaminate waterways and create navigation hazards, posing a threat to the local community and natural ecosystems.

SERVICES

Salvage and environmental remediation

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

Marine Salvage & Environmental Mitigation



In Depth, Inc.

ENVIRONMENTAL MITIGATION FOR ABANDONED VESSELS

In Depth's Diving & Salvage crews understand the complexities of derelict and abandoned vessels, and the importance of protecting and repairing the environment that may have been affected by the wreck. There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that rely on healthy ecosystems in Florida.

In Depth Services is committed to helping keep our waterways clean and protecting the ecosystem that supports native fish and wildlife in Florida.

A critical step in any submerged vessel salvage is siphoning vessels fluids from engines and generators, hydraulic systems and radiators and removing batteries, oil and fuel filters and other potential contaminants before the vessels salvage from its environment.

This action helps mitigate pollutants that would otherwise release into the waterways.

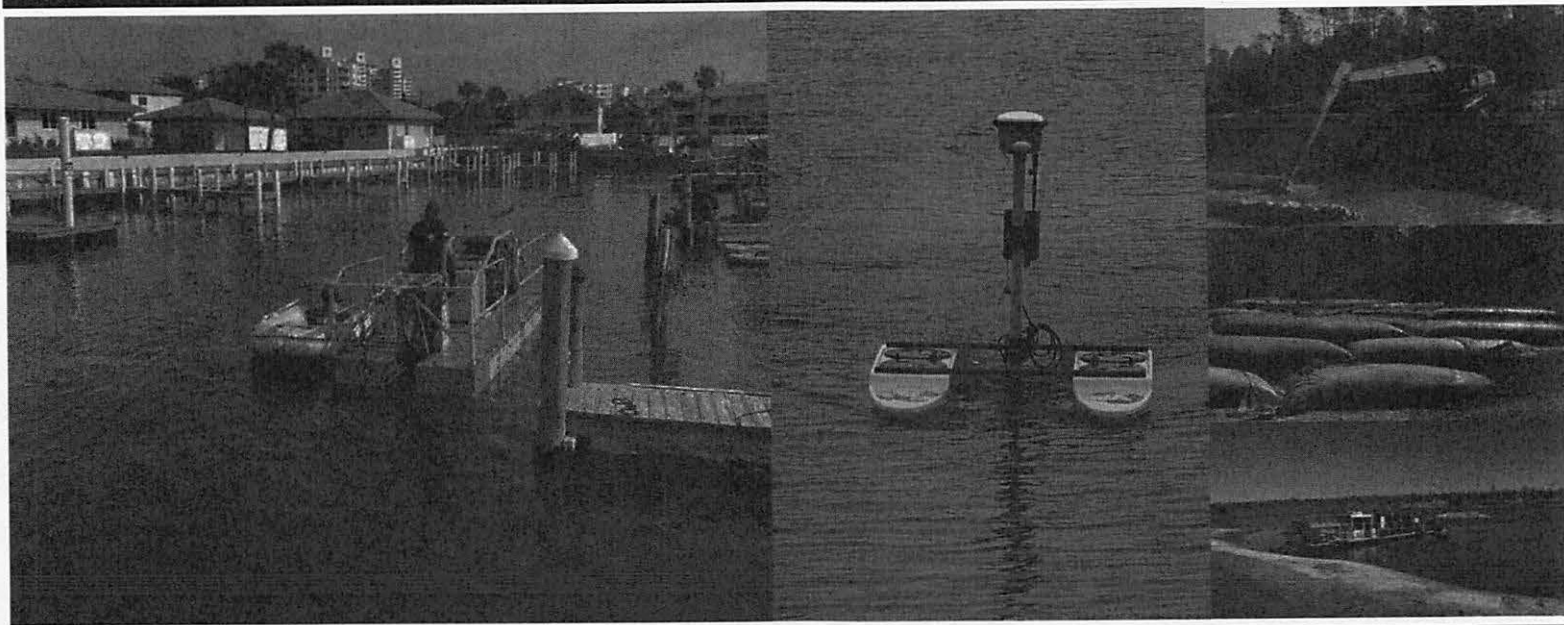
Turbidity curtains are deployed during the salvage to contain additional harmful pollutants from travelling into the water system and contain internal and external debris that can then be disposed of responsibly according to project and client requirements.

Salvage solutions can include refloating the vessel whole, for transportation to a secure site for recovery and disposal, or dismantling the vessel in place, if the vessel is discovered with structural damage that prevents refloating for recovery.

Our certified engineer on staff and professional salvors can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

Contact In Depth, Inc. and our knowledgeable team will get to work for you, providing underwater and topside salvage expertise.

DREDGING SERVICES



FACTS

In Depth, Inc. believes in helping to improve and keep our state's waterways clean and rebuilding the ecosystem that supports native fish and wildlife in Florida. Our dredging services focus on solving client problems whilst restoring channels to navigable standards.

SERVICES

Dredging/Debris Removal

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

EXCELLENCE IN UNDERWATER SERVICES



In Depth, Inc.

DREDGING SERVICES

There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that rely on the ecosystem in Florida. We keep this in mind while supporting clients requests for dredging navigable channels and other restricted waterways. Our rapid mobile deployment service can respond to requests simply and efficiently, and cost effectively.

ADDITIONAL IDS CAPABILITIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

INDEPTHSERVICESINC.COM

DRONES AND ROV'S



FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

ROV INSPECTIONS
DRONE INSPECTIONS

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

REMOTE OPERATED VEHICLES (ROV'S)

ROV's are submersible robotic systems, that can be utilized for scientific observations, and for recording data during inspections and construction activities underwater. These sealed systems can be used in environments that may reduce cost and risk and mitigate safety issues that may need to be addressed deploying professional commercial divers.

In Depth Inc.'s Observation Class ROV's and Crawlers are compact and rapidly deployable. Marine infrastructure requires routine inspections in order to maintain its longevity, though unlike physical diving, ROV's can stay on station and at depth for as long as the situation warrants. The sensitive camera's low light and video recording capabilities can provide high resolution recording in deep, dark and murky waters. Pipe penetrations and vaults, emergency services and response and sensitive ecosystems all benefit from the deployment of ROV systems.

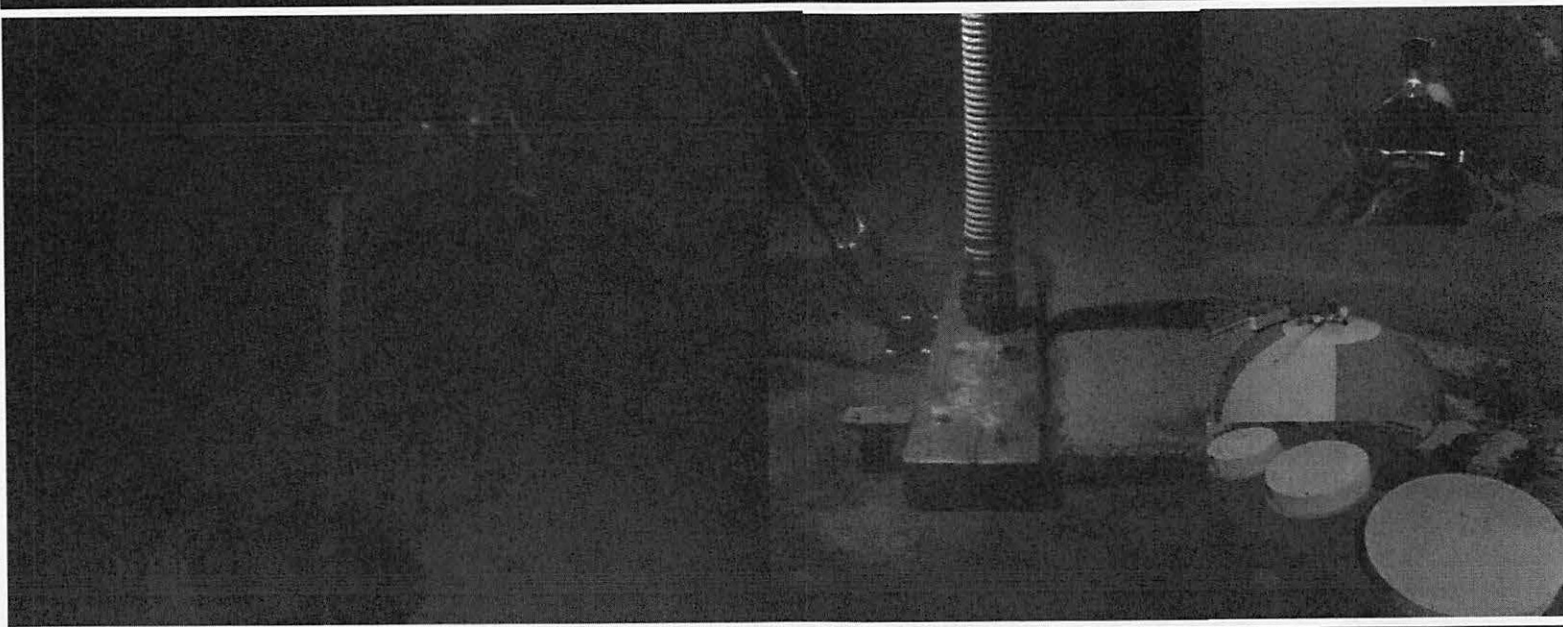
DRONES

In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilized by Utility Districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally.

Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our Drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.



POTABLE WATER SERVICES



FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

SERVICES

Inspections/Repairs
Cleaning/Debris Removal

CONTACT US

Office: (386) 202-2771
Emergency: (386) 986-8177
info@indepthservicesinc.com

POTABLE WATER SERVICES

Potable water comes from surface and ground sources and is treated to levels that meet state and federal standards for consumption. Water from natural sources is treated for microorganisms, bacteria, toxic chemicals, viruses and fecal matter. Regular maintenance and inspections can assist the owner of the facility to maintain the high standards expected of community utilities. The removal of layers of sediment that continually build up in reservoirs and inspections and repairs of existing infrastructure is a critical function and part of this process.

IDS CAPABILITIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

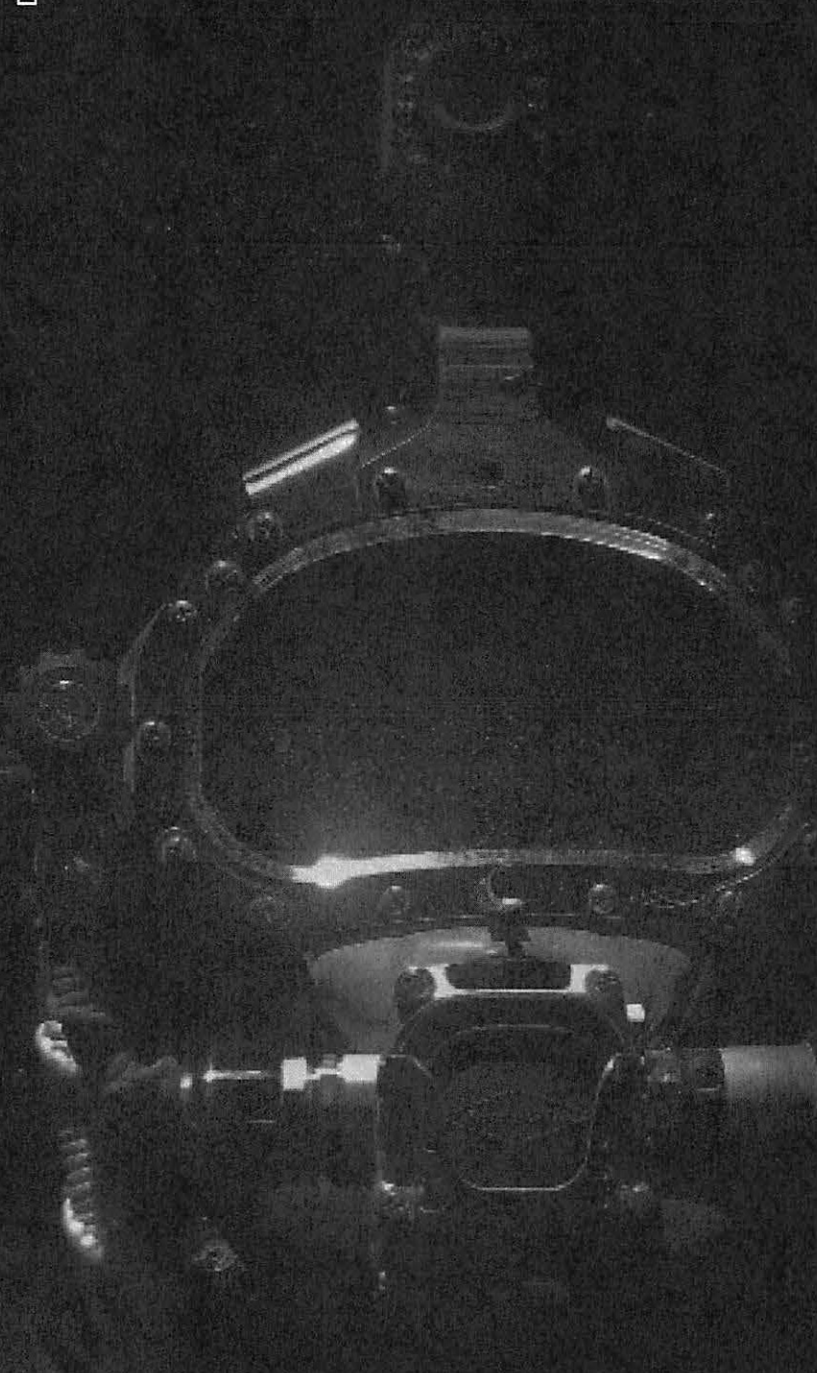
EXCELLENCE IN UNDERWATER SERVICES



In Depth, Inc.

INDEPTHSERVICESINC.COM

indepthservicesinc.com



MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV & DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK CLEANING & REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK & BULKHEAD REPAIRS • DREDGING • SITE CLEARING • HURRICANE RESPONSE • EMERGENCY MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & WRECK REMOVAL • SEARCH & RESCUE • PUMP INSPECTIONS & REPLACEMENT • UTILITY DISTRICTS • THEME PARKS • CHEMICAL PLANTS • SANITARY DISTRICTS • PORTS & HARBORS

CORPORATE INFORMATION & REFERENCES



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CORPORATE INFORMATION

ABOUT US

In Depth Inc. provides our clients with "in-depth" services to generate detailed assessments & inspection reports through an integrated platform of the industries most recognized standards. We are a certified **SBE/DBE** entity.

Our current service line consists of:

- Potable Diving
- Structural & Coating Inspections
- FDOT Bridge Inspections
- Infrastructure construction, repairs and inspections including Dams, Levees, Weirs and Seawall Inspections
- Storm Water Diving
- Aerial Inspections
- NDT Visual Inspections
- Contaminants / Sediment Removal
- Dredging, Debris Removal, Salvage Recovery
- Underwater Reconnaissance
- Dry & Wet Corrosion Control Repairs
- Submerged Valve & Gate Maintenance
- Leak Detection & Repairs
- Mil Thickness Testing (DFT)
- Ultrasonic Testing (UT) Mag Particle and Visual Inspection (NDT)
- ROV Operations & Inspections
- Emergency Dive Operations
- Engineering Services
- Vessel Inspections
- Marine Construction & Demolition, & Marine Related Maintenance.

We travel to desolate remote job sites and locations to provide our services to our clients in all areas throughout the entire southeastern region of the United States. With over seven years of experience in the coastal / inland commercial diving industry, in excess of 20 years experience with structural marine engineering, and staff experience ranging from entry-level to 34+ years in the marine construction industry, we continue to inherit and expand our knowledge across all spectrums that we are engaged with. In addition, our company consistently makes maximum efforts to evolve and expand the use of our products, services, & technology.

Legal Entity Name: In Depth Inc.

DBA: In Depth Services

Website: indepthservicesinc.com

Address: 1473 Old Haw Creek Rd. Bunnell, FL 32110

Phone: 386-202-2771

FEIN: 82-1293180

CAGE Code: 7WL53

Contractors License: SCC131152633

DUNS: 080675834

Main Industry: [959-00] Marine Construction or Related Services; Marine Structure Inspection, Maintenance, and Repairs

Primary Industry: Diving / Marine Construction & Inspections

Business Registration Type: Corporation

Business Function: Service Provider / Marine Construction

State of Incorporation: FL

Date Incorporated: May 5, 2017

Number Of Employees: 14 - 18

Annual Revenue: 0 - 1,500,000

E-Verify: 1225292 (8/28/2017)

Key Contact: President Zachary Rogers Office: 386-202-2771 or Mobile: 386-986-8177

SAMS GOV Info: Unique Entity ID: WN3YW93R2ZL1 CAGE Code: 7WL53

Email: zach@indepthservicesinc.com & indepthservices.inc@gmail.com

Insurance Insurance Liability Coverage:

Comprehensive General Liability - \$2,000,000.00 per occurrence Comprehensive Auto Liability - \$1,000,000.00
 Workers Compensation - \$1,000,000.00
 Professional Liability Insurance - \$2,000,000.00
 Pollution Liability Insurance - \$1,000,000.00 per occurrence
 Injury and Damage Insurance - \$1,000,000.00 per occurrence Bodily \$1,000,000.00 per occurrence Property
 Umbrella Policy - \$2,000,000.00

Ownership Information:

Name: Zachary Rogers
 Title: President
 Percent ownership: 100%

Staff:

Sr. Project Managers - Zachary Rogers / Susan Couslin / Danny Broadhurst
 HR / Head of Reports Department - Kamalani Grabowski
 Reports - Melanie Ryneerson
 Sales / Client Support - Susan Couslin / Danny Broadhurst / Melanie Ryneerson
 Professional Engineer - Rob Norton
 Structural Engineer - Rob Norton
 Safety Managers - Zachary Rogers / Danny Broadhurst
 Shop Foreman - Ryan Hamill
 Dive Inspectors - Zachary Rogers / Rob Norton / Adrian Estrada
 Coating Inspector - Zachary Rogers
 Confined Space Experts - Zachary Rogers / Adrian Estrada
 Job Site Foremen - Ryan Hamill / Zachary Rogers / Adrian Estrada
 Dive Supervisors - Zachary Rogers / Adrian Estrada / Kenneth Kelly-Lewis
 Commercial Divers - Zachary Rogers / Adrian Estrada / Kenneth Kelly-Lewis / Jan Read / Barret Sullivan / Ryan Frost

Qualifications / Agencies Registered:

- MBE - Minority Owned Business (State of Florida)
- DBE - Disadvantage Business Enterprise
- AWWA - American Water Works Association
- ACI - American Concrete Institute
- NACE - National Association of Corrosion Engineers
- SSPC - The Society of Protective Coatings
- FRWA - Florida Rural Water Association
- NHI - National Highway Institute
- Diver Certification Board of Canada (D.C.B.C.) qualified as an Unrestricted Surface Supplied Commercial Dive Supervisor
- Diver Association of Commercial Diving Educators (A.C.D.E.) qualified as an Air/Mixed Gas Commercial Divers
- ADCI Mixed Gas Supervisors
- Certified in accordance with N.C.C.E.R Rigging Fundamentals
- Qualified in accordance with OSHA, Haz-Mat/Hazwoper procedures (40 Hours)
- Qualified in accordance with OSHA, Confined Space Entry procedures
- NACE CSP1 lvl, inspector certification and standard specialist
- Non Destructive Testing (N.D.T.) Level I & II U/W VT., UT. & M.P.I.
- First Aid, C.P.R., Oxygen Provider, Automated Defibrillator Qualified, & Offshore Survival Certi-

fied

- Transportation Worker Identification Credential Card (TWIC) & Valid U.S. Passport
- AWS D3-6M Underwater Welding Certifications
- National Center Construction Education & Research (N.C.C.E.R) core curricula certified in basic & power tool safety
- NASE Certified Rescue Diver
- EMT & DMT advanced course Certifications (dive medic)
- O2 oxygen certified provider / administrator
- Fall Safety Protection Certifications
- Florida Professional Engineer (License # 54750)
- Data Entry Specialist
- UAS Remote Pilot Licenses: ZR (Cert. # 4312217) DB (Cert. #C1376118)
- Certified Specialty Marine Contractor (License # SCC131152633)
- Dive Helmet Technician (Cert. # T-18050)
- Visual Cylinder Inspector (PSI - PCI # 33391)

Corporate Experience

- Emergency response services deployed and mobilized on-site within 72 hours.
- Multiple dive supervisors on staff w/ years of field experience at the company
- Inspections performed on a diverse and enormously wide range of concrete and steel structures such as; tanks, towers, reservoirs, standpipes, treatment plants, pipelines, catch basins, pump stations, docks, dams, culverts, seawalls, & bridges.
- Over 4,000 (+) successfully completed dive operations to date
- Inspections recognized through (NACE,SSPC-S,AWWA,ISO) requirements and standards).
- Company staffed (PE) Licensed Engineers w/ Structural & Civil Engineering consultants.
- Company staffed Mariner Specialty Contractor & General Contractor Licenses
- More than 100 signed & sealed structural inspection reports generated every year.
- Multiple long term maintenance contracts currently in effect, throughout areas in FL / GA.
- Penetration dives up to 500' ft in length
- Wet welding / underwater concrete construction / closed system dredging / salvage & recovery
- Underwater corrosion control & coating application services on both steel & concrete structures
- 100% customer services satisfaction.



November 20, 2024

City of Ocala
Attn: Luis Acosta
110 SE Watula Avenue
Ocala, FL 34471

RE: Piggyback Contract with City of Fort Lauderdale contract # Solicitation Event No. 136

Dear Luis,

In Depth Inc., is the proud contract holder for the City of Fort Lauderdale - Agreement for Commercial Diving Services - Solicitation Event No. 136 for the cleaning, inspections and repair of water tanks along with any other diving service the city might need. We are pleased to offer the City of Ocala the opportunity to Piggy-Back this contract that is in effect from the date of March 19, 2024 through March 18, 2025, with the option of one (3), one-year renewals upon mutual consent, per City of Fort Lauderdale Solicitation Event No. 136.

In Depth Inc., will honor the pricing from the original agreement.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Zach Rogers".

Zach Rogers
President
InDepth Services, Inc.
(386) 202-2771





City of Ocala

Phone: 352-629-8457

Contract # D - 0610

Attn: Luis Acosta
110 SE Watula Avenue
Ocala, FL 34471

Cell: 352-572-0421

Date: 11/20/2024

Email: jlacosta@ocalafl.org

Diving Services for Cleaning and Inspection of Potable Water Tanks

Tanks	Tank Description	Additional Information	Scope of Work To Include
1	Uptown 1MG - Concrete GST Approx. 97' x 18' Line Item#22 \$6,300.00	Discharged water will NOT require de-chlorination or sediment bags	<u>Clean and Inspect</u> Up to three (3) inches of sediment removal from the tank floors. Includes up to one hour of debris removal per tank at no additional charge
1	State Route 40 1MG - Concrete GST Approx. 84' x 24' Line Item # 22 \$6,300.00	Discharged water and sediment may be released onto nearby catch basin	
1	Henry Street Tower 500KG - Pedestal Approx 200'Tall x 25' Deep Line Item # 23 \$3,350.00	REF: Fort Lauderdale Agreement for Commercial Diving Services Solicitation Event No. 136	Visual inspection of the interior and exterior of the tank.
1	WTP #1 - Tank #1 2MG GST - Concrete Approx. 110' x 25' Line Item #22 \$6,300.00		Written report with photos and a DVD of the dive.
1	WTP #1 - Tank #2 2 MG GST - Concrete Approx. 110' x 25' Line Item #22 \$6,300.00		
1	AQua-Store - Reuse Tank 183KG GST Diam 30.77' x 33.01'H Line Item #31 \$3,350.00		

Exhibit B - City of Ocala Price Proposal**CONTRACT# WRS/250225**

1	268KG Clearwell 2 Clearwells Side by Side 24' x 134' Line Item #25 \$4,500.00		
Proposal Total: \$36,400.00 <u>Daily rate to be expected on 8hr. work day</u> The bid price listed above is valid for 90 days from date shown. Proposals signed and returned to In Depth Inc. are valid for one year from date of acceptance. NOTE: All reports will be signed and sealed by Florida (PE) engineer (if required). In Depth Inc is a Certified DBE & MBE Florida Small Business.			

Payment terms: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days.

This contract is based on a unit price which includes time and mobilization to and from the project site, set-up and breakdown of equipment, preparation for dive and diving services. Diving services will include sediment removal up to 3 inches from the floor, a video inspection and written report for your records (still photos included). During the initial dive, sediment depths will be measured by the diver and documented on video.

If removal of sediment is of abnormal consistency (clay, calcium, lime, rocks, pebbles, mud, etc.), additional sediment removal (over 3 inches from the floor), wall cleaning or any additional requested services such as epoxy or miscellaneous repairs, an approval by designated on-site representative will be required, in-which each of these services will be performed at a rate of \$405.00 per hour, plus the cost of any material. This rate may also apply to any additional hours worked anticipated the 8hr expected working day. If the specified scope of work is required to be performed on a weekend and/or Holiday, an additional \$850.00 surcharge will be applied per day.

In Depth Inc. will provide all personnel and equipment necessary to perform diving services in the above referenced tank(s) or reservoir(s). The tank(s) or reservoir(s) will be cleaned and meet the requirements according to FL DEP Rule 62-555.350, American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards.

- All divers employed by In Depth Inc. are certified Commercial Divers.
- In Depth Inc. is fully bondable and insured.
- In Depth Inc is a Certified DBE & MBE Florida Small Business
- All equipment entering the tanks will be disinfected with a minimum of 200 ppm Chlorine.
- Schedule dates are tentative and are subject to change.
- In Depth Inc reserves the right to sub-contract any or all of these services out to another contractor of choice.
- If In Depth Inc. dive team is required to stop working or is delayed working due to unforeseen circumstances or any reasons beyond our control (i.e. no utility personnel onsite, inability to access designated work site, low water level, etc.) a down-time charge of \$405.00 per hour will be charged.
- A fee based on \$405.00 per hour will be charged if we are unable to get our truck and trailer to a tank location. We will use portable dive gear and cleaning equipment to complete the job. Please understand that use of utility vehicles or equipment may be necessary to get our equipment to a tank.
- In Depth Inc. makes every attempt to obtain complete information from customers prior to the presentation of bids concerning fees required for municipal licenses, registration fees, Sales Tax or Use Taxes in your area. These items are identified on your contract. In the event that additional fees are discovered or charged, after the bid has been submitted, these charges will be added to the stated contract amount when billed.

Exhibit B - City of Ocala Price Proposal

CONTRACT# WRS/250225

- **Provision for Other Agencies** - Unless otherwise stipulated by In Depth Inc, In Depth Inc., agrees to make available to all Government agencies, departments, and municipalities the quoted prices submitted in accordance with said maintenance contract terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state agencies, legislative and judicial branches, political subdivisions (counties, district school boards, colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. The client binding this contract shall not be liable for the obligations of another agency which uses this maintenance contract under this provision.

Sue Couslin, Regional Account Manager

Date: ____/____/____ Approval initial: _____

To accept, please sign and date proposal, then scan and Email both pages to: sue@indepthservicesinc.com

Printed Name and Title

Date

Signature

Completion Date – With acceptance this work will be completed at a mutually acceptable date within one year. If the budgeted funds for this work has to be used by a specific date, please indicate the date here: ____/____/____

Important Information: Please Read and Show Acceptance

Water Level and Accessibility - Please initial below that you have been advised, and understand, the entry point must be at least 24" in diameter and all structures must be filled to their maximum level prior to the dive teams' arrival. A \$2,000.00 cancellation trip charge will be levied if the team is unable to work due to low water level or any access issues what so ever, including; inaccessible roadways, access hatch size to small, high radio/antenna frequency levels, or unsafe / inaccessible ladders.

Utility Representative Initial Here _____

Structure Information – Please initial below to verify the type of structure, dimensions or information listed in the proposal is accurate. If the structure dimensions or information is not accurate as listed then additional costs may be added.

Utility Representative Initial Here _____



Exhibit B - City of Ocala Price Proposal

CONTRACT# WRS/250225

Name	Location	Index Code	Type of Tank	Tank Construction	Hatch Size and Location (s)	Tank Dimensions	Tank Capacity (in gallons)	Ladders (internal)	Ladders (external)	Safety Climb Cable, Rail or Cage	Vehicle Access	110V on site	Approx. Year Built	Last Inspected	Last Cleaned	Expected Findings (i.e., sand, silt, iron, Manganese, etc.)	Cleaning and Inspection Time
Fiveash Tank #1	949 N.W. 38th Street, Oakland Park, Fl. 33309	7404	On ground	Concrete	28" X 28" roof hatch, 3 manways	Dia. 186" Ht. 32'	7 MG	YES	YES	YES	YES	YES	1999	2023	2023	Mild Sludge	Every 5 years
FiveashTank #2	949 N.W. 38th Street, Oakland Park, Fl. 33309	7404	On ground	Concrete	55" X 48" roof hatch, 2 manways	Dia. 147.6' Ht. 32'	5 MG	YES	YES	YES	YES	YES	1975	2023	2023	Mild Sludge	Every 5 years
Peele Dixie South Tank	1500 S. State Road 7, Fort Lauderdale, FL. 33317	7406	On ground	Concrete	35" X 44" roof hatch, 2 manways	Dia. 145' Ht. 31.5'	4 MG	YES	YES	YES	YES	YES	2006	2023	2023	Mild Sludge	Every 5 years
Peele Dixie North Tank	1500 S. State Road 7, Fort Lauderdale, FL. 33317	7406	On ground	Concrete	35" X 44" roof hatch, 2 manways	Dia. 145' Ht. 31.5'	4 MG	YES	YES	YES	YES	YES	2006	2023	2023	Mild Sludge	Every 5 years
Poinciana Park	2010 SE 4 Avenue, Fort Lauderdale, FL. 33316	7404	On ground	Concrete	Roof hatch, 2 manways	Dia. 82' Ht. 50'	2 MG	YES	YES	YES	YES	YES	2006	2023	2023	Mild Sludge	Every 5 years
Second Avenue	625 NW 2nd Avenue, Fort Lauderdale, FL. 33311		Elevated	Welded Steel	24" X 24" roof hatch, 1 oval manways at the riser	Dia. 78" Overall Ht. 156' 8" Riser Dia. 96" Riser Ht. 95' 8"	1 MG	YES	YES	YES	YES	N/A	1950 Rebuilt 2019	2023	2023	Mild Sludge	Every 5 years
Fiveash Clearwell #1	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	3 hatches, 24" x 36", no ladders	Lt. 160' X Wd. 153' X Dep. 12'	0.98 MG	NO	N/A	N/A	LIMITED	N/A	1965	2023	2023	Mild Sludge	Every 5 years
Fiveash Clearwell #2	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	1 hatch, no ladder	Lt. 138' X Wd. 50' X Dep. 12'	0.49 MG	NO	N/A	N/A	LIMITED	N/A	1965	2023	2023	Mild Sludge	Every 5 years
Fiveash Clearwell #3	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	2 hatches, no ladders	Lt. 55' X Wd. 37' X Dep. 12'	0.17 MG	NO	N/A	N/A	LIMITED	N/A	1965	2023	2023	Mild Sludge	Every 5 years
Fiveash Clearwell #4	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	1 hatch, no ladder	Lt. 48' X Wd. 30' X Dep. 16'	0.17 MG	NO	N/A	N/A	LIMITED	N/A	1965	2023	2023	Mild Sludge	Every 5 years
Fiveash Clearwell #5	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	2 hatch, no ladders	Lt. 102' X Wd. 30' X Dep. 17'	0.37 MG	NO	N/A	N/A	LIMITED	N/A	1965	2023	2023	Mild Sludge	Every 5 years
Fiveash Clearwell #6	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	4 hatches, no ladders	Lt. 127' X Wd. 28' X Dep. 12'	0.31 MG	NO	N/A	N/A	LIMITED	N/A	1965	2023	2023	Mild Sludge	Every 5 years
Fiveash Clearwell #7	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	1 hatch, no ladder	Lt. 47' X Wd. 12' X Dep. 12'	0.05 MG	NO	N/A	N/A	LIMITED	N/A	1965	2023	2023	Mild Sludge	Every 5 years
Peele Dixie Clearwell #8	1500 S. State Road 7, Fort Lauderdale, FL. 33317	7406	On ground	Concrete	3 hatches, 24" x 36", no ladders	Lt. 80' X Wd. 32' X Dep. 10'	0.18 MG	NO	N/A	N/A	YES	N/A	2006	2023	2023	Mild Sludge	Every 5 years
Recarbonation Basin #1/2	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	Open	Lt. 33' X Wd. 27' X Dep. 18'	0.121 MG	NO	N/A	N/A	LIMITED	N/A	1965	2021	2021	Mild Sludge	Yearly
Recarbonation Basin # 3	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	Open	Lt. 27' X Wd. 48' X Dep. 21'	0.181 MG	NO	N/A	N/A	LIMITED	N/A	1965	2021	2021	Mild Sludge	Yearly
Recarbonation Basin # 4	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	Open	Lt. 27' X Wd. 48' X Dep. 21'	0.181 MG	NO	N/A	N/A	LIMITED	N/A	1965	2021	2021	Mild Sludge	Yearly
Flumes	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	Open	Lt. 2200' X Wd. 5' X Dep. 5'	Varies	NO	N/A	N/A	LIMITED	N/A	1965	2021	2021	Mild Sludge	Yearly
South Aeration Basin	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	Open	Lt. 19' X Wd. 27' X Dep. 32'	0.177MG	NO	N/A	N/A	LIMITED	N/A	1965	2021	2021	Mild Sludge	Yearly
North Aeration Basin	949 N.W. 38th Street, Oakland Park, Fl. 33309		On ground	Concrete	Open	Lt. 19' X Wd. 27' X Dep. 32'	0.177 MG	NO	N/A	N/A	LIMITED	N/A	1965	2021	2021	Mild Sludge	Yearly

Exhibit B - City of Ocala Price Proposal

CONFIDENTIAL WRS 750225

EXHIBIT B

Line Responses For Event # 136-0

Company: 10
 Supplier Group: COFL
 Supplier Contact: 1

Event #: 136-0
 Supplier: 654
 Supplier Contact Name: Zachary Rogers

Event Name: Commercial Diving Services
 Supplier Name: In Depth Inc

Line Responses

Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
1	THREE DIVING CREW SCHEDULED RATE	THREE DIVING CREW SCHEDULED RATE			60.0000	60.0000	HR	405.000000000	No	No		Yes	No	No
2	RATE FOR NIGHTS/WEEKENDS/HOLIDAY	THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY			60.0000	60.0000	HR	635.000000000	No	No		Yes	No	No
3	DIVING CREW UNSCHEDULED RATE	THREE DIVING CREW UNSCHEDULED RATE			60.0000	60.0000	HR	955.000000000	No	No		Yes	No	No
4	FOUR DIING CREW SCHEDULED RATE	FOUR DIING CREW SCHEDULED RATE			40.0000	40.0000	HR	495.000000000	No	No		Yes	No	No
5	RATE FOR NIGHTS/WEEKENDS/HOLIDAY	FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS			40.0000	40.0000	HR	745.000000000	No	No		Yes	No	No
6	CREWS UNSCHEDULED RATE	FOUR DIVER CREWS UNSCHEDULED RATE			40.0000	40.0000	HR	1,125.000000000	No	No		Yes	No	No
7	HYDRAULIC ROUGH TERRAIN CRANE	HYDRAULIC ROUGH TERRAIN CRANE			5.0000	5.0000	DA	5,500.000000000	No	No		Yes	No	No

Exhibit B - City of Ocala Price Proposal

CONTRACT# WRS/250225

Line Responses For Event # 136-0 continued...

				Line Responses										
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
8	DISCHARGING HOSE	4" HYDRAULIC PUMP 400' DISCHARGING HOSE			40.0000	40.0000	HR	155.000000000	No	No		Yes	No	No
9	DISCHARGING HOSE	6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE			40.0000	40.0000	HR	300.000000000	No	No		Yes	No	No
10	VACUUM TRUCK	VACUUM TRUCK			40.0000	40.0000	HR	625.000000000	No	No		Yes	No	No
11	CONSTRUCTION PLATFORM WITH BOBCA	FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL			5.0000	5.0000	DA	4,100.000000000	No	No		Yes	No	No
12	FLOATING STORAGE PLATFORM	FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY			40.0000	40.0000	HR	315.000000000	No	No		Yes	No	No
13	LONG STICK EXCAVATOR	LONG STICK EXCAVATOR CAT 325 OR EQUAL			5.0000	5.0000	DA	7,500.000000000	No	No		Yes	No	No
14	TURBIDITY BARRIER FDOT 104-11	TURBIDITY BARRIER FDOT 104-11			40.0000	40.0000	HR	100.000000000	No	No		Yes	No	No
15	CLOSED CIRCUIT VIDEO SYSTEM	CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY			20.0000	20.0000	HR	125.000000000	No	No		Yes	No	No
16	HYDRAULIC TOOLS	HYDRAULIC TOOLS			40.0000	40.0000	HR	100.000000000	No	No		Yes	No	No

Exhibit B - City of Ocala Price Proposal

CONTRACT# WRS/250225

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
17	PUSH BOATS	PUSH BOATS			40.0000	40.0000	HR	250.000000000	No	No		Yes	No	No
18	FIVEASH TANK #1	ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS			1.0000	1.0000	JA	11,000.000000000	No	No		Yes	No	No
19	FIVEASH TANK #2	ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32			1.0000	1.0000	JA	9,500.000000000	No	No		Yes	No	No
*20	PEELE DIXIE SOUTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA			1.0000	1.0000	JA	9,500.000000000	No	No		Yes	No	No
21	PEELE DIXIE NORTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG			1.0000	1.0000	JA	9,500.000000000	No	No		Yes	No	No
22	POINCIANA PARK	ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG			1.0000	1.0000	JA	6,300.000000000	No	No		Yes	No	No
23	SECOND AVENUE	ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG			1.0000	1.0000	JA	3,350.000000000	No	No		Yes	No	No

Exhibit B - City of Ocala Price Proposal

CONTRACT# WRS/250225

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
24	FIVE ASH CLEARWELL #1	ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG			1.0000	1.0000	JA	6,300.00000000	No	No		Yes	No	No
25	FIVE ASH CLEARWELL #2	ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M			1.0000	1.0000	JA	4,500.00000000	No	No		Yes	No	No
26	FIVE ASH CLEARWELL # 3	ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG			1.0000	1.0000	JA	3,750.00000000	No	No		Yes	No	No
27	FIVE ASH CLEARWELL #4	ON GROUND CONCRETE 1 HATCH 0.17MG			1.0000	1.0000	JA	4,500.00000000	No	No		Yes	No	No
28	FIVE ASH CLEARWELL # 5	ON GROUND CONCRETE 2 HATCH 0.37MG			1.0000	1.0000	JA	3,350.00000000	No	No		Yes	No	No
29	FIVE ASH CLEARWELL #6	ON GROUND CONCRETE 4 HATCH 0.31MG			1.0000	1.0000	JA	3,350.00000000	No	No		Yes	No	No
30	FIVE ASH CLEARWELL #7	ON GROUND CONCRETE 1 HATCH 0.05MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
31	PEELE DIXIE CLEARWELL #8	ON GROUND CONCRETE 3 HATCH 0.18MG			1.0000	1.0000	JA	3,350.00000000	No	No		Yes	No	No
32	RECARBONATION BASIN #1/2	ON GROUND CONCRETE open 0.121MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
33	RECARBONATION BASIN #3	ON GROUND CONCRETE open 0.181MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No

Exhibit B - City of Ocala Price Proposal

CONTRACT# WRS/250225

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
34	RECARBONATION BASIN #4	ON GROUND CONCRETE open 0.181MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
35	ON GROUND CONCRETE OPEN FLUMES	ON GROUND CONCRETE open FLUMES VARIES			1.0000	1.0000	JA	12,000.00000000	No	No		Yes	No	No
36	SOUTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
37	NORTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No

Certificate Of Completion

Envelope Id: 2CCCBAA5-BFE2-4CEC-9468-FE28E870B6AB
 Subject: Cooperative Purchasing Agreement for Commercial Diving (WRS/250225)
 Source Envelope:
 Document Pages: 125
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Porsha Ullrich
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 pullrich@ocalafl.gov
 IP Address: 216.255.240.104

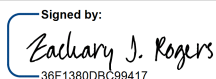
Record Tracking

Status: Original 12/16/2024 9:08:03 AM	Holder: Porsha Ullrich pullrich@ocalafl.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Zachary J. Rogers
 zach@indepthservicesinc.com
 President
 Apex-Kinx
 Security Level: Email, Account Authentication (None)

Signature

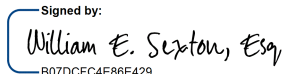
Signed by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 129.222.0.191

Timestamp

Sent: 12/16/2024 9:35:41 AM
 Viewed: 12/16/2024 10:12:24 AM
 Signed: 12/16/2024 10:13:03 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/16/2024 10:12:24 AM
 ID: 89c7dd51-5b09-47dc-b978-e575f21c9564

William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signed by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 12/16/2024 10:13:07 AM
 Viewed: 12/17/2024 9:10:54 AM
 Signed: 12/17/2024 9:12:08 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ken Whitehead
 kwhitehead@ocalafl.org
 Assistant City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5677F71E38874F4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 12/17/2024 9:18:09 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Viewed: 12/17/2024 9:27:08 AM
 Signed: 12/17/2024 9:27:26 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/17/2024 9:27:08 AM
 ID: 6c09d0e7-b87d-4874-aa2c-01dd6e1be26f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/16/2024 9:35:41 AM
Certified Delivered	Security Checked	12/17/2024 9:27:08 AM
Signing Complete	Security Checked	12/17/2024 9:27:26 AM
Completed	Security Checked	12/17/2024 9:27:26 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.