



CONTRACT# WRS/190852

In Depth Inc.

1473 Old Haw Creek Road
Bunnell, FL 32110
(386) 202-2771

City of Ocala

Phone: 352-629-8457

Contract #: D - 0292

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

Cell:

Date: 04/28/2022

Email: lacosta@ocalafl.org

General Diving Service Contract

Days	Tank Description	Additional Information	Scope of Work To Include
1	Any and all water holding structures in need on commercial diving services	Any discharged water will NOT require de-chlorination or sediment bags & may be released onto nearby ground.	<u>Commercial diving services</u> <ul style="list-style-type: none">• Cleaning / sediment removal• Inspections• Corrosion control• General services
		Sediment removal of all depths are included along with debris removal.	Visual inspection of the interior and exterior of each tank.
		Additional cost for materials: (1) Sediment bag - \$225 (1) Aquata-poxy kit - \$175 (<i>applied when necessary</i>)	Written reports with photos and a DVD of the dive. (<i>when applicable</i>)
<p>Contract is binding for a period of <u>1</u> years on an as needed basis at the Daily Rate: \$2,950.00</p> <p><u>Daily rate minimum includes up to an 8hr. working day (subjected to USN, NDL dive tables)</u> The price listed above is valid for 90 days from date shown. Proposals signed and returned to In Depth Inc. are valid for term of the contract from date of acceptance.</p> <p>NOTE: All inspection reports will be signed and sealed by (PE) engineer, when applicable. In Depth Inc is a Certified DBE & MBE Florida Small Business.</p>			

Payment terms: 1% Ten Days, Net 30 Days. 1.5% interest will be charged on all accounts past 30 days. Payments will be invoiced upon the completion of any services provided for each tank listed above. Additional fees for each physical / digital report, will be surcharged at the rate of **\$500.00** when applicable.

This contract is based on a daily rate, which includes time and mobilization to and from the project site, set-up and breakdown of equipment, and preparation for; Inspections, Cleaning, or other Diving services. Any structure listed above may be serviced under the terms and conditions of this contract, at the daily rate specified above. The regularity of these services will be provided on an as needed basis at the discretion of the client / customer. Said client agrees to allow, up to a 30 day grace period, prior to commencing work, from the date of any requested services.



- Inspections services: will include a detailed Interior & Exterior visual inspection on each structure listed. Each inspection report will evaluate the overall coating condition and structural integrity of the tank along with its extremities. The tank(s) will be thoroughly inspected to ensure that the structure is in a sound, water tight condition. Clients will receive a written report signed and sealed by licensed PE Engineer for their records (still photos included) in which will be updated routinely per contract specifications. In addition, the actual dive inspections will be recorded and documented on video, which will also be available to the client upon request. Additional fees will be charged for each physical report.
- Cleaning services: will consist of the utilization commercial diving services, using suction hose & underwater vacuuming, allowing sediment to be removed from the interior of tanks floor. All divers and gear will be disinfected with at least 200ppm chlorine solution before entering any potable structure. Discharge method will allow the water to be released onto the nearby ground, unless otherwise specified in this contract (Sediment bag filtration and/or water de-chlorination are optional).
- Other Diving Services:
Such as, leak detection & repairs, corrosion control (aquata-poxy), crack sealing, debris removal (any size), float level adjustments, etc. In Depth Inc. also agrees to provide emergency service to handle any general maintenance problems with the tank(s) at the rate specified above. A quick and efficient response time will be executed at the best of In Depth's ability.

If client requires additional services, additional charges may be applied. These charges included but are not limited to; overtime (exceeding 8hrs. per day), external repairs, or any other services requested outside the "Scope of Work" (determined within this contract). If approved by both parties, an AWA (additional work authorization) will need to be signed by designated on-site representative. These services will be performed at a rate of \$375.00 per hour in addition the daily rate pricing listed above in this contract. Any materials or rental equipment needed for repairs / additional services will also be added in conjunction with these additional charges.

In Depth Inc. will provide all personnel and equipment necessary to perform services listed above to the referenced tank(s) / structure(s). In conclusion to all diving services, In Depth will provide our client with a narrated color video of the services performed, upon client request. The tank(s) / structure(s) will be inspected according to American Water Works Association (AWWA), NACE, SSPC, ASNT, ACI and AWS standards. Reports will be maintained and updated in accordance with the terms listed.

- All divers employed by In Depth Inc. are certified Commercial Divers.
- In Depth Inc. is fully bondable and insured.
- 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 any services require a partial days worth of work, (less than 8 hours) the cost of services will be charged at the full daily rate minimum specified above.
- If In Depth Inc. dive team is required to stop working or is delayed working due to unforeseen circumstances while on site (i.e. no utility personnel onsite, inability to access designated work site, low water level, etc.) a down-time charge of \$250.00 per hour will be charged.
- 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.



- **City is exempt from all Federal Excise and State Sales Tax (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.**

Terms and Conditions

1. **Payment Terms** - A annual contracting fee of **\$1,200.00** will be due and payable on the first day of the Contracts Term. (This annual contract fee is redeemable as a credit towards any invoice issued within the same contract year). Each subsequent annual fee, plus any applicable taxes, shall be due and payable on the first day of each consecutive year. In addition, any service charges throughout the year, will be invoice upon the completion of each task provided. The frequency in which any services shall be performed, will ultimately be up to the client / customers discretion. Any request for services must be submitted to In Depth Inc. in the form of a PO (purchase order) or "service request form". Please note, additional fees for any physical / digital reports, shall be charge at the rate of **\$500.00** when applicable. Other fees may also be included as specified above.
2. **Structure of Tank** - The Company is accepting this tank under program based upon its existing structure and components. Any modifications to the tank, including antenna installations, shall be approved by In Depth Inc. personnel, prior to installation and may warrant an increase in the annual fee.
3. **Environmental, Health, Safety, or Labor Requirements** - The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Modification of this Contract will reflect the increased cost for service with a newly negotiated annual fee.
4. **Excluded Items** - This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) structural repairs or interior renovations / painting; (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; (11) any structural repairs to the concrete; (12) Cost of materials to replace any of the tanks extremities or accessories.
5. **Termination** - The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to In Depth Inc., 555 West Granada Blvd Suite E12, Ormond Beach, FL 32174, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.
6. **Assignment** - The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract.
7. **Indemnification** - THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES.
8. **Assignment of Receivables** - The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.
9. **Miscellaneous Items** - No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.
10. **Entire Agreement** - This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.
11. **Renewal** - This contract is eligible for renewal after its term for a period of up to 5 additional years with written and signed consent from both parties involved. This renewal term maybe repeated as frequently as desired, at the discretion of the client.
12. **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.

In Depth Inc. authorized executive officer:

Zach Rogers
Signature: (Company)

~ Zach Rogers ~ President

07 / 12 / 2022
Date

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

Ken Whitehead, Assistant City Manager
Client Print Name & Title

7/6/22
Date

Ken Whitehead
Signature (Owner)

Approved as to form and legality:

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

Notary :

STATE OF FLORIDA

COUNTY OF Narmon

The foregoing instrument was acknowledged before me this 6 day of July, 2022
2019 by Ken Whitehead, Asst. City Mgr (title) on behalf of
City of Ocala. He/she is personally known to me or has produced
as identification and did ☒ did not () take an oath.

(Notary Signature)

Name: [Signature]

My Commission Expires: _____

Commission Number: _____



PAMELA A OMICHINSKI
Commission # GG 324411
Expires April 16, 2023
Bonded thru Budget Notary Services

Important Information: Please Read and Show Acceptance

Limited Funds – With the acceptance of this contract, it has been mutually agreed on by both parties, NOT to exceed the maximum allowed budget for this contract, in the amount of:

\$ 29,500 (per year)

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

Client Initial Here ZKW


Water Level and Accessibility - Please initial below that you have been advised, and understand, all structures must be filled to their maximum capacity / water level prior to the dive teams' arrival. In the event the Dive team is unable to work, due to: low water level, inaccessible roadways, access hatch size, access hatch obstructions, high radio/antenna frequency levels, or unsafe / inaccessible ladders, insect / animal nuisance, etc. A \$1,200.00 futile trip charge will be levied.

Client Initial Here ZKW



TITLE	For Review and Signature: General Diving Service Contract...
FILE NAME	City of Ocala Gen... (WRS 190852).pdf
DOCUMENT ID	44d68a9350d761189308f02ab28581d837876d6a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

 SENT	06 / 06 / 2022 14:23:20 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) from plewis@ocalafl.org IP: 216.255.240.104
 VIEWED	06 / 09 / 2022 21:38:02 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
 SIGNED	06 / 09 / 2022 21:39:52 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 162.212.250.197
 COMPLETED	06 / 09 / 2022 21:39:52 UTC-4	The document has been completed.