CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#24-0019**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: March 19, 2024

TITLE: Motion Approving Agreements for Commercial Diving Services – In Depth Inc. and Industrial Divers Corp. - $362,150 - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve Agreements, in substantially the forms attached, for Commercial Diving Services, with In Depth Inc. and Industrial Divers Corp. Inc., for an initial one-year contract period estimated aggregate amount of $362,150; and authorize the City Manager to approve three (3) one (1)-year renewal options for each Agreement, in the estimated renewal aggregate amount of $362,150, for a potential total contract aggregate amount of $1,448,600, contingent upon allocation and approval of funds.

Background

The Fiveash and the Peele Dixie Water Treatment Plants' finished waste storage tanks and clearwells require the use of commercial diving service to perform yearly inspections and cleanings of all tanks. This is part of the five (5)-year cleaning and inspection requirement by Florida Department of Environmental Protection (FDEP), as well as the current maintenance program to maintain the finished potable water quality. In addition, the Public Works Distribution and Collections section utilizes commercial diving services for locating, inspecting, and repairing underwater pipes.

On October 11, 2023, the Procurement Services Division issued Invitation to Bid (Event No. 136) for Commercial Diving Services and received three (3) responses. The event required bidders to bid on all items either on Group 1 or Group 2, or both groups per Section 2.29 of the solicitation. The bid analysis revealed KCDS failed to bid on all items and submit the required bid forms and references for Group 1. As a result, KCDS was deemed non-responsive. Out of the two remaining bids for Group 1, Industrial Divers Corp. Inc. is the low, responsive, and responsible bidder.

For Group 2, two bids were submitted by In Depth Inc. and KCDS, as Industrial Divers Corp. Inc. did not submit a bid. While KCDS did bid on all items for this group as per the bid instructions, they failed to submit the required forms and references. Consequently, In Depth Inc. was the sole responsive and responsible bidder for this group.

Staff is recommending for the City Commission to split the award in the following manner, Group 1 to Industrial Divers Corp. Inc. and Group 2 to In Depth Inc. None of the bidders indicated their status as a Disadvantaged Business Enterprise.

Resource Impact

Funds for these agreements, in the amount of $160,000, are available in the FY 2024 accounts listed below.

Funds available as of February 20, 2024					
ACCOUNT NUMBER	**COST CENTER NAME (Program)**	**CHARACTER/ ACCOUNT NAME**	**AMENDED BUDGET (Character)**	**AVAILABLE BALANCE (Character)**	**AMOUNT**
10-450-7403-536-30-3407	FIVEASH MAINTENANCE	EQUIPMENT REPAIR & MAINTENANCE	$852,157	$378,509	$70,000
10-450-7405-536-30-3407	PEELE/DIXIE MAINTENANCE	EQUIPMENT REPAIR & MAINTENANCE	$319,706	$189,302	$15,000
10-450-7101-536-30-3407	UTILITIES ENGINEERING OPERATIONS	EQUIPMENT REPAIR & MAINTENANCE	$3,706,430	$2,912,967	$75,000
					$160,000

Strategic Connections

This item is a *2024 Commission Priority*, advancing the Infrastructure and Resilience and Public Safety initiatives.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area, Goal 3: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

Attachments

Exhibit 1 - Solicitation
Exhibit 2 - Bid Tabulation
Exhibit 3 - In Depth Inc. Agreement
Exhibit 4 - Industrial Divers Corp. Inc. Agreement

Prepared by: Mary Ann Walder, Administrative Supervisor, Public Works
Stefan Mohammed, Sr. Procurement Specialist, Finance
Matthew Eaton, Sr. Administrative Assistant, Finance

Department Director: Alan Dodd, P.E., Public Works
Linda Short, Finance

File #:	240019 Version: 1
Type:	CONSENT PURCHASE
Title:	Motion Approving Agreements for Commercial Diving Services - In Depth Inc. and Industrial Divers Corp. - $362,150 - (Commission Districts 1, 2, 3 and 4)
Mover:	John C. Herbst
Seconder:	Steven Glassman
Result:	Pass
Agenda note:	
Minutes note:	
Action:	APPROVED
Action text:	APPROVED

consent votes (5:0)

5 records Group Export

Person Name	Vote
Warren Sturman	Yea
John C. Herbst	Yea
Steven Glassman	Yea
Pam Beasley-Pittman	Yea
Dean J. Trantalis	Yea

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
INDUSTRIAL DIVERS CORP. INC.

Filing Information

Document Number	M09113
FEI/EIN Number	59-2477510
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Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/14/2010
Event Effective Date	NONE

Principal Address

2901 SW 3RD AVENUE UNIT 5
FORT LAUDERDALE, FL 33315

Changed: 01/05/2012

Mailing Address

2901 SW 3RD AVENUE UNIT 5
FORT LAUDERDALE, FL 33315

Changed: 01/05/2012

Registered Agent Name & Address

GREENSPOON MARDER LLP
CityPlace Tower, Suite 900
525 Okeechobee Boulevard
West Palm Beach, FL 33401

Name Changed: 02/28/2018

Address Changed: 02/28/2018

Officer/Director Detail

Name & Address

Title Director, President

GALLETTA, FRANCES
2901 SW 3RD AVENUE
FORT LAUDERDALE, FL 33315

Title Director, VP

GALLETTA, ROCCO P.
2901 SW 3RD AVENUE
FORT LAUDERDALE, FL 33315

Title Director, Secretary, Treasurer

Alexander, Galletta
2901 SW 3rd Avenue
Fort Lauderdale, FL 33315

Annual Reports

Report Year	Filed Date
2022	04/09/2022
2023	03/16/2023
2024	02/05/2024

Document Images

02/05/2024 -- ANNUAL REPORT	View image in PDF format
03/16/2023 -- ANNUAL REPORT	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
03/05/2021 -- ANNUAL REPORT	View image in PDF format
02/06/2020 -- ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/14/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/13/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/22/2011 -- ANNUAL REPORT	View image in PDF format
04/14/2010 -- Amendment	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/27/2009 -- ANNUAL REPORT	View image in PDF format
01/05/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2007 -- ANNUAL REPORT	View image in PDF format
01/04/2006 -- ANNUAL REPORT	View image in PDF format
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01/26/1998 -- ANNUAL REPORT	View image in PDF format
01/14/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1996 -- ANNUAL REPORT	View image in PDF format
02/13/1995 -- ANNUAL REPORT	View image in PDF format

AGREEMENT FOR
COMMERCIAL DIVING SERVICES

THIS AGREEMENT for Commercial Diving Services for the City of Fort Lauderdale ("Agreement"), made this 17th day of April 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 Industrial Divers Corp. Inc., a Florida corporation ("Contractor"), whose principal address is 2901 Southwest 3rd Avenue, Unit 5, Fort Lauderdale, Florida 33315, Email: idcshop@bellsouth.net; Phone: 954-523-2906, (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 April 17th, 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. Contractors' 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. <u>Conflicts</u>

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. <u>E-Verify</u>

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:
Frances Galletta, President
Industrial Divers Corp. Inc.
2901 Southwest 3rd Avenue, Unit 5
Fort Lauderdale, Florida 33315

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

CITY

ATTEST:

for David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE, a Florida municipality

By: _____
Greg Chavarria
City Manager

Date: 4/17/2024

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

By: _____
Rhonda Montoya Hasan
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

Signature

Aley Galletta

Print Name

Signature

Alejandro Delgado

Print Name

INDUSTRIAL DIVERS CORP. INC., a Florida corporation

By: Frances Galletta, President

Frances Galletta, President

(CORPORATE SEAL)

STATE OF Florida:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26th day of March, 2024, by Frances Galletta, as President for INDUSTRIAL DIVERS CORP., INC., a Florida corporation.

Leslie Hamann

(Signature of Notary Public – State of FL)

Leslie Hamann

Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced_____

LESLIE HAMANN
MY COMMISSION # HH440493
EXPIRES: September 05, 2027

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

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: Frances Galletta Title: President Entity: Industrial Divers Corp.

Signature: Frances Galletta Date: 03/26/2024

NOTARY PUBLIC ACKNOWEDGEMENT SECTION

STATE OF Florida

COUTY OF Broward

The foregoing instrument was acknowledged before me, by means of ■ physical presence or □ online notarization, this 26th day of March 2024 by Frances Galletta, as President for Industrial Divers Corp., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Leslie Hamann (Notary Seal)

Print Name: Leslie Hamann My commission expires: 09/05/2027

NOTARY PUBLIC STATE OF FLORIDA
LESLIE HAMANN
MY COMMISSION # HH440493
EXPIRES: September 05, 2027

EXHIBIT A

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.

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

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 Measure:** HR

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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

Measure:

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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 Measure: HR

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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.

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

Require Response: No
Price Breaks Allowed: No
Allow Alternate Responses: No
Add On Charges Allowed: No

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 Measure: HR

Require Response: No
Price Breaks Allowed: No
Allow Alternate Responses: No
Add On Charges Allowed: No

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.

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

Add On Charges Allowed: No

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 Charges Allowed: No

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

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

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

Quantity: 40.0000 **Unit of Measure:** HR

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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 Measure:** HR

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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

Measure:

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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 Measure: JA

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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 Measure: JA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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 Measure:** JA

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 Measure:** JA

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

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

Commodity Code: 962-26 Diving Services

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

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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

Commodity Code: 962-26 Diving Services

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

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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

Commodity Code: 962-26 Diving Services

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

Require No **Price Breaks** No **Allow Alternate** No

Response: **Allowed:** **Responses:**

Add On Charges Allowed: No

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 28: ON GROUND CONCRETE 2 HATCH 0.37MG

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 Measure:** JA

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 Measure:** JA

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 962-26 Diving Services

Code:

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

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

Line 35: ON GROUND CONCRETE open FLUMES VARIES

Description: ON GROUND CONCRETE open FLUMES VARIES

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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 Measure:** JA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Add On Charges Allowed: No

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 Measure:** JA

Event # 136-0: Commercial Diving Services

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

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

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 contact, 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 contact.
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:

- **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.

- **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 sanity sewer manhole(s), and other details of the ta 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 Responding: 1

All Suppliers Responding: 3

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

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 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	40.0000

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 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.	HR	40.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	745.00000000	0.00
Industrial Divers Corp.	40.0000	HR	650.00000000	0.00

Item	Description	Unit of Measure	Quantity
CREWS UNSCHEDULED RATE-	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	HR	40.0000

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 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.	DA	5.0000

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 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.	HR	40.0000

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 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	HR	40.0000

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

continued...

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

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. The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.	DA	5.0000

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. 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	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 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.	DA	5.0000

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 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.	HR	40.0000

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 The City estimates an annual usage of 20 hours. However, quantities listed are not indicative of future usage.	HR	20.0000

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 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.	HR	40.0000

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

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

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

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

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

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
Event #: 136-0
Event Name: Commercial Diving Services
Supplier Group: COFL
Supplier: 2338
Supplier Name: Industrial Divers Corp.
Supplier Contact: 1
Supplier Contact Name: Alejandro Delgado

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	375.00000000	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	487.50000000	No	No		Yes	No	No
3	DIVING CREW UNSCHEDULED RATE	THREE DIVING CREW UNSCHEDULED RATE			60.0000	60.0000	HR	525.00000000	No	No		Yes	No	No
4	FOUR DIING CREW SCHEDULED RATE	FOUR DIING CREW SCHEDULED RATE			40.0000	40.0000	HR	500.00000000	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	650.00000000	No	No		Yes	No	No
6	CREWS UNSCHEDULED RATE	FOUR DIVER CREWS UNSCHEDULED RATE			40.0000	40.0000	HR	700.00000000	No	No		Yes	No	No
7	HYDRAULIC ROUGH TERRAIN CRANE	HYDRAULIC ROUGH TERRAIN CRANE			5.0000	5.0000	DA	1,400.00000000	No	No		Yes	No	No

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	100.00000000	No	No		Yes	No	No
9	DISCHARGING HOSE	6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE			40.0000	40.0000	HR	200.00000000	No	No		Yes	No	No
10	VACUUM TRUCK	VACUUM TRUCK			40.0000	40.0000	HR	450.00000000	No	No		Yes	No	No
11	CONSTRUCTION PLATFORM WITH BOBCA	FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL			5.0000	5.0000	DA	2,500.00000000	No	No		Yes	No	No
12	FLOATING STORAGE PLATFORM	FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY			40.0000	40.0000	HR	375.00000000	No	No		Yes	No	No
13	LONG STICK EXCAVATOR	LONG STICK EXCAVATOR CAT 325 OR EQUAL			5.0000	5.0000	DA	2,500.00000000	No	No		Yes	No	No
14	TURBIDITY BARRIER FDOT 104-11	TURBIDITY BARRIER FDOT 104-11			40.0000	40.0000	HR	75.00000000	No	No		Yes	No	No
15	CLOSED CIRCUIT VIDEO SYSTEM	CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY			20.0000	20.0000	HR	62.50000000	No	No		Yes	No	No
16	HYDRAULIC TOOLS	HYDRAULIC TOOLS			40.0000	40.0000	HR	87.50000000	No	No		Yes	No	No

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	275.00000000	No	No		Yes	No	No
18	FIVEASH TANK #1	ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
19	FIVEASH TANK #2	ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
*20	PEELE DIXIE SOUTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
21	PEELE DIXIE NORTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
22	POINCIANA PARK	ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
23	SECOND AVENUE	ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No

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	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
25	FIVE ASH CLEARWELL #2	ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
26	FIVE ASH CLEARWELL # 3	ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
27	FIVE ASH CLEARWELL #4	ON GROUND CONCRETE 1 HATCH 0.17MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
28	FIVE ASH CLEARWELL # 5	ON GROUND CONCRETE 2 HATCH 0.37MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
29	FIVE ASH CLEARWELL #6	ON GROUND CONCRETE 4 HATCH 0.31MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
30	FIVE ASH CLEARWELL #7	ON GROUND CONCRETE 1 HATCH 0.05MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
31	PEELE DIXIE CLEARWELL #8	ON GROUND CONCRETE 3 HATCH 0.18MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
32	RECARBONATION BASIN #1/2	ON GROUND CONCRETE open 0.121MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
33	RECARBONATION BASIN #3	ON GROUND CONCRETE open 0.181MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No

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	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
35	ON GROUND CONCRETE OPEN FLUMES	ON GROUND CONCRETE open FLUMES VARIES			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
36	SOUTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No
37	NORTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	0.0000	JA	0.00000000	No	Yes	UNABLE TO MEET REQUIREMENTS	Yes	No	No

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

	Assistant Vice President
Authorized Signature	Title
Alejandro Delgado	10/24/2023
Name (Printed)	Date

Rev 09-2022

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

   Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

   The Contract shall include provisions for the following:

   (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

   (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Alejandro Delgado Assistant

Authorized Signature

Print Name and Title

October 12, 2023

Date

CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

✓ MasterCard

✓ Visa

Industrial Divers Corp., Inc.
Company Name

Alejandro Delgado
Name (Printed)

Signature

Assistant Vice President
Title

October 12, 2023
Date

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), 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.**

> 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.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

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

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. 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 and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

2. 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 and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.

3. 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 **and** staffed with full-time employees within the limits of Broward County.

4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) Industrial Divers Corp., Inc. _____ Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: Industrial Divers Corp., Inc.

AUTHORIZED COMPANY PERSON: Alejandro Delgado _____ October 12, 2023

PRINT NAME SIGNATURE DATE

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

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 DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883

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 a 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.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) _____ is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 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.

Business Name

(2) _____ is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) _____ is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 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.

Business Name

(4) _____ is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 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.

Business Name

(5) Industrial Divers Corp., Inc. is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: Industrial Divers Corp., Inc.

AUTHORIZED COMPANY PERSON: Alejandro Delgado October 12, 2023

PRINT NAME SIGNATURE DATE

E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: ITB # 136

Project Description:

Commercial Diving Services

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Industrial Divers Corp., Inc.

Authorized Company Person's Signature: _____

Authorized Company Person's Title: Assistant Vice President

Date: October 12, 2023

REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name:	Seaward Services, Inc.
Address:	91 North Beach Rd. Dania Beach, FL 33004
Contact Person:	Mark Strout
Title:	Project Manager
Phone #:	(850) 625-4663
Email:	mstrout@hms-seaward.com
Contract Value:	Open - PO Based
Year(s):	2006 - Current
Description:	Provide Commercial Diving support for US Navy activities based out of Dr. Von D. Mizell-Eula Johnson State Park

Company Name:	City of Sunrise
Address:	10770 W Oakland Park Blvd. Sunrise FL 33351-6899
Contact Person:	Diego Santana
Title:	Field Operations Manager
Phone #:	954-572-2393
Email:	DSantana@sunrisefl.gov
Contract Value:	Open - PO Based
Year(s):	2021 - Current
Description:	Provide Commercial Diving Services for utilities Such as culvert inspections and maintenance and water treatment plant activities

Company Name:	Florida Department of Environmental Protection
Address:	2600 Blair Stone Road MS #4560 Tallahassee, FL 32399
Contact Person:	Michell Mason Smith
Title:	Environmental Administrator
Phone #:	850-245-8721
Email:	Michell.M.Smith@FloridaDEP.gov
Contract Value:	Open - Task Order Based
Year(s):	Current 2023 - 2028; Since 2015
Description:	Provide Commercial Diving Services in support of Tire abatement of the defunct Osborne Tire Reef

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) Industrial Divers Corp., Inc. EIN (Optional): 592477510

Address: 2901 SW 3rd Avenue, STE #5

City: Fort Lauderdale State: FL Zip: 33315

Telephone No.: 954.523.2906 FAX No.: 954.525.6521 Email: idcshop@bellsouth.net

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Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: N/A

Total Bid Discount **(section 1.05 of General Conditions)**: 0

Check box if your firm qualifies for DBE **(section 1.09 of General Conditions)**: ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued

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VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

Per question asked during bid process. A 4 hour response time is needed for emergency services.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Alejandro Delgado
Name (printed)

Signature

October 12, 2023
Date

Assistant Vice President
Title

revised 09-2022

CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 4/10/24

DOCUMENT TITLE: Agreement for Commercial Diving Services (ITB 136; Industrial Divers Corp. Inc.)

COMM. MTG. DATE: 3/19/24 **CAM #:** 24-0019 **ITEM #:** CP-1 **CAM attached:** ■ YES ☐ NO

Routing Origin: FIN-Proc **Router Name/Ext:** M. Eaton, 5141 **Action Summary attached:** ■ YES ☐ NO

CIP FUNDED: ☐ YES ■ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ■ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ■ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 4/15/24 Attorney's Name: Rhonda Montoya Hasan Initials: RMH

3) City Clerk's Office: # of originals: 1 **Routed to:** _____ Ext: _____ **Date:** _____

4) City Manager's Office: CMO LOG #: APR 18 Document received from: CCO 4/16/24

Assigned to: GREG CHAVARRIA ☑ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: **A. FAJARDO**_____ (Initial) **S. GRANT**_____(Initial)

☐ **PENDING APPROVAL** *(See comments below)*

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☑ CCO **Date:** 4/17/24

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: M. Eaton, 5141 ***(Name/Dept/Ext)***

Attach _____ certified Reso # _____ ☐ YES ☐ NO **Original Route form to CAO**

TM#24-0182

Form Approved by: Department or Division Director
Uncontrolled in hard copy unless otherwise marked

WE BUILD COMMUNITY