



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, February 24, 2025
6:00 PM**

Please join the GoToMeeting
from your computer, tablet or smartphone:

<https://meet.goto.com/855960693>

or dial in using your phone:

+1 (646) 749-3122- Access Code: 855-960-693

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order — Council President Kenneth M. Burgess Jr.

Roll Call — City Clerk Ricardo Quiñones

Invocation — Reverend Benjamin, St. Elizabeth Episcopal Church

Pledge of Allegiance —

CITIZEN COMMENTS

MAYOR

1. CONSENT ITEMS

- 1.1 Approval of City Council Meeting Minutes - February 10, 2025
 1. M02.10.2025
- 1.2 Approval of Mayor's Caucus Minutes - February 18, 2025
 1. M02.18.2025 Mayor's Caucus
- 1.3 Approval of Amendment #3 to Jones Edmunds for additional work for the Reclaim Water Project.

1. 2025-02-01-PECON-Zephyrhills-35-18-03-TA-23-03-Amend03
 - 1.4 Approval to purchase two (2) vehicles for the Wastewater Division
 1. Quote 2025 Sewer 1A rev V8 Silv 1500 4wd CK10543 20250207
 2. Quote 2025 Sewer2B rev V8 Silv 1500 4wd CK10543 20250207
 3. Review Sewer 1A
 4. Review Sewer 2B
 1. South Avenue Extension Award of Bid ITB 2024-003 and Approval of Agreement 25-25-01 -
 - 5 B.R.W. Contracting, Inc.
-

1. Construction Agreement - BRW - South Ave Extension(32393115.1)
2. TOTALS - 4 VENDORS DETAIL (1)
3. FDOT Concurrence letter FDOT South Ave Extension 13FEB25
4. ITB-ITB2024-003-B.R.W.Contracting, INC-2025-01-20-17-00
- 1.6 Approval of Agreement 25-25-02 Piggyback Agreement with Odyssey and associated quote
 1. Agreement to Piggyback(32393125.1)
 2. Davie Piggyback Pkg (PART 1)
 3. Davie Piggyback Pkg (PART 2)
 4. Piggyback Cover Letter_Zephyrhills
 5. WWTP - Replacment of Bleach Tanks & Skid Quote

2. BUSINESS ITEMS

- 2.1 Warnoker Hotels Rezoning
First Reading ORDINANCE NO. 1498-25. " **AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION FROM CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "**
 1. Ordinance 1498-25 Wareco-Pasco I LLC Rezoning (Wire Ranch)(32393093.1)
 2. Wire Ranch Proposed Zoning(32153932.1)
 3. Business Impact Estimate Ord. No. 1498-25

3. CITY MANAGER'S REPORT

- 3.1 Park Safety Plan

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

4.1 Zephyrhills High School JROTC Service Project

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

City Council Meeting
February 24, 2025

Information Only

CONSENT ITEMS 1.1

Approval of City Council Meeting Minutes - February 10, 2025

Issue:

The City of Zephyrhills City Council held a regular meeting on February 10, 2025.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M02.10.2025

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

REGULAR CITY COUNCIL MEETING

A Regular City Council Meeting was held on February 10, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693. Council President Kenneth M. Burgess Jr. called the meeting to order at 6:03 PM

Roll call was taken. Present were members Lance Smith, Kenneth M. Burgess Jr., Charles Proctor, Steven F. Spina Ph.D. and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present. Jodi Wilkeson was not present.

Staff present: Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utilities Director John Bostic III, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Calvin Switzer, Lieutenant Nathan Gardner, Public Information Officer Intern Sophia Reyes and City Clerk Ricardo Quinones.

***** City Council President Kenneth M. Burgess Jr. acknowledged the passing of longtime friend, colleague and coach Tom Fisher. *****

The Invocation was led by Pastor Julio Garcia.

The Pledge of Allegiance followed.

CITIZEN COMMENTS

1. Devin Pollay - 4029 Peaceful Lane – **Not Present.**

2. Leigh Anne Jensen - 5549 23rd Street Zephyrhills Florida - Spoke from the floor. Ms. Jensen expressed concerns about the timing of the Hercules Park Grand Opening and requested consideration for weekend scheduling of similar future events. She also inquired about revising the City's ordinance to allow limited backyard chickens due to increasing egg scarcity.

3. Kendall Deford - 5714 18th Street Zephyrhills Florida - Spoke from the floor. Mr. Deford thanked Public Works for their efforts during the Pigs in Z'Hills event.

MAYOR

1 Students Working Against Tobacco [S.W.A.T.] - Thank you to Council Student Amare from the SWAT program thanked the City Council for adopting the no-smoking ordinance for City parks.

2 Florida Rural Water Association - Appreciation of Support
The Florida Rural Water Association recognized the City of Zephyrhills for its assistance during the post-Hurricane Milton recovery efforts.

3 Black History Month Proclamation
Mayor Melonie Bahr Monson Proclaimed February 2025 Black History Month in the City of Zephyrhills.

1. CONSENT ITEMS

1.1 Approval of Regular Meeting Minutes - January 27, 2025

- 1.2 Approval of Task Assignment JE 25-02, Wastewater Equalization Tank Design by Jones Edmunds
- 1.3 Approval of Task Order to RCM Utilities for Lift Station 28 Resiliency Improvements
- 1.4 Appointment of New Airport Authority Board Member
- 1.5 Approval of Outside Utility Services - Scott James Hickox Agreement 45-25-03
- 1.6 Approval of AD Morgan Construction Easement Agreement 16-25-01

Steve Spina motioned to approve the six consent items as presented. Seconded by Lance Smith. Motion Passed, 4-0.

2. FINANCE DIRECTOR'S REPORT

- 2.1 Request to change part-time position to full-time

Finance Director Ted Beason requested authorization to convert one part-time position to a full-time position, noting that this change would not impact the budget.

Lance Smith motioned to approve changing the one part-time position to full-time. Seconded by Charles Proctor. Motion Passed, 4-0.

3. PLANNING DIRECTOR'S REPORT

- 3.1 Planning Report - Indoor storage outdoor storage code recommendations

Planning Director Todd Vande Berg provided an update on the city's moratorium on indoor storage and outdoor storage regulations. He presented considerations for new restrictions, including mixed-use integration, design standards, and location limitations.

Discussion followed. Staff will return with proposed recommendations.

4. CITY MANAGER'S REPORT

- 4.1 Request a Date for Mayor's Caucus

City Manager William Poe reported the City Charter requires a Mayor's Caucus to accept candidates for the 2025 municipal elections. Mr. Poe recommended February 18, 2025.

Lance Smith motioned to hold a Mayor's Caucus on February 18, 2025 at 5:00 PM. Seconded by Charles Proctor. Motion Passed, 4-0.

- 4.2 Public Records Exemption - Municipal Clerks

First Reading Resolution No. 846-25 " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE. "**

City Attorney Matthew Maggard read Resolution No. 846-25 by title.

Lance Smith motioned to approve Resolution No. 846-25 on the first reading. Seconded by Steven Spina. Motion Passed, 4-0.

MAYOR ANNOUNCEMENTS

Mayor Monson commended city staff for their work on the Pigs in Z'Hills event and noted that Habitat for Humanity would be installing a roof for a veteran in Zephyrhills on February 11, 2025. She also encouraged attendance at the Hercules Park Grand Opening on February 13, 2025.

CITY MANAGER ANNOUNCEMENTS

City Manager William Poe reported updates on various City projects and initiatives. Construction on the Tennis Center remained on schedule for completion in June, while the Hercules Park Grand Opening was set for February 13, 2025. Stormwater mitigation efforts continued, with Silver Oaks and Zephyr Creek added to the Local Mitigation Strategy in coordination with Pasco County and SWFWMD. The National Guard held a groundbreaking ceremony for a new facility in Zephyrhills. The City Yard Project budget was under review due to cost concerns. Four projects were submitted for state appropriations funding, and negotiations with SWFWMD were ongoing regarding the city's permitted water use and future demands.

Mr. Poe requested to move the Workshop for the Parks Master Plan review and CRA Master Plan review from March 17th to another date. Council agreed to move the Workshop to March 18th pending confirmation the consultants can reschedule as well.

CITY ATTORNEY ANNOUNCEMENTS – NONE

CITY COUNCIL COMMENTS

Lance Smith - Congratulated Amare, commended Zephyr Creek repairs, and requested a park safety discussion on the next agenda. Thanked the new City Clerk for adapting to the role.

Charles Proctor - Praised the success of Pigs in Z'Hills.

Steven Spina - Thanked the new City Clerk.

Kenneth Burgess - Expressed appreciation for the opportunity to speak about Tom Fisher and thanked the new City Clerk.

5. NOTED ITEMS

- 5.1 RCM Utilities Emergency Work at the Water Tower
- 5.2 Hidden River Lift Station Deed

ADJOURN 7:35 PM

Submitted by Ricardo Quiñones.

CONSENT ITEMS 1.2

Approval of Mayor's Caucus Minutes - February 18, 2025

Issue:

The City of Zephyrhills held a Mayor's Caucus on February 18, 2025.

Background:

Minutes from that meeting were prepared and are presented for the Council's review and approval.

Attachment(s):

1. M02.18.2025 Mayor's Caucus

Fiscal Impact:

N/A

Staff Recommendation:

Staff Recommends approval.

MAYOR’S CAUCUS

A Mayor’s Caucus was held on February 18, 2025 at 5:00 p.m. in the Council Chambers of City Hall.

Council President Burgess called the meeting to order at 5:04 p.m. Roll call was taken. Present were members Charles Proctor, Kenneth Burgess, Lance Smith, Steven F. Spina, Ph.D., and Mayor Melonie Bahr Monson. Jodi Wilkeson was absent. City Manager William Poe was present. City Attorney Matthew Maggard was absent.

Staff Present: Public Information Officer Kevin Weiss and City Clerk Ricardo Quiñones.

1. ACCEPT CANDIDATE PETITIONS

Mayor Monson presented Candidate Petitions for Council Seat 1:

1.1 CITY COUNCIL SEAT 1	Certified Signatures
Lance Smith	25

Steve Spina moved to accept the candidate petition certifications for Council Seat 1. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

Mayor Monson presented Candidate Petitions for Council Seat 4:

1.2 CITY COUNCIL SEAT 4	Certified Signatures
Kenneth Burgess	25

Charles Proctor moved to accept the candidate petition certifications for Council Seat 4. Seconded by Steve Spina. Motion passed unanimously, 4-0.

2. CITIZEN COMMENTS - NONE

Meeting Adjourned: 5:07 p.m.
Submitted by Ricardo Quiñones

CONSENT ITEMS 1.3

Approval of Amendment #3 to Jones Edmunds for additional work for the Reclaim Water Project.

Issue:

Approval of Amendment #3 to Jones Edmunds for additional work for the Reclaim Water Project.

Background:

This amendment is for additional work on the County/City Reclaim Water Line Project. Which we had to stop after the bidding because of the hurricane damage and the flooding that was taking place. City staff could not focus on this project while dealing with all the storm issues.

Attachment(s):

1. 2025-02-01-PECON-Zephyrhills-35-18-03-TA-23-03-Amend03

Fiscal Impact:

The impact is an additional \$15,000.

Staff Recommendation:

It is the recommendation by staff to the City Council to approve this amendment as presented.

AMENDMENT NO. 3
to
Task Assignment JE 23-03
Pasco County/Abbott Square Reclaim Line
City of Zephyrhills
Engineering Services Agreement RFP 35-18-03

Engineer's Project Number 26110-052-01

This Amendment, by mutual agreement of the parties hereto, is made a part of the referenced Task Assignment JE 23-03 dated October 14, 2022, by and between the City of Zephyrhills (City) and Jones Edmunds & Associates, Inc. (Consultant), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This Amendment hereby amends the referenced Task Assignment between the parties by adding the following Additional Services:

- Re-bidding of the construction contract.
- The Lump Sum fee for these Additional Services shall be \$15,000
- Execution of this Amendment 3 will result in a new contract value of:

Contract		Fee
Engineering Services Agreement JE 23-03	10/14/2022	\$ 223,090
Amendment 1 (Scope Clarification)	1/9/2023	\$ 0.00
Amendment 2 (Additional Services)	11/28/24	\$ 47,200
Amendment 3 (Additional Services)	TBD	\$ 15,000
Revised Total		\$ 285,290

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Amendment 3 to JE 23-03 upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

City:
City of Zephyrhills

By: _____

Name: _____

Title: _____

Date: _____

Consultant:
Jones Edmunds & Associates, Inc.

By: Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (Feb 3, 2025 06:27 EST)

Name: Stanley F. Ferreira, Jr., PE

Title: President & CEO

Date: Feb 3, 2025

TJL
TJL

CONSENT ITEMS 1.4

Approval to purchase two (2) vehicles for the Wastewater Division

Issue:

Approval to purchase vehicles for the Wastewater Division

Background:

The Wastewater Division will begin to hire three (3) employees in April. Since vehicles take so long to attain, we are trying to get ahead of the curve.

Attachment(s):

1. Quote 2025 Sewer 1A rev V8 Silv 1500 4wd CK10543 20250207
2. Quote 2025 Sewer2B rev V8 Silv 1500 4wd CK10543 20250207
3. Review Sewer 1A
4. Review Sewer 2B

Fiscal Impact:

The vehicle costs are as follows and have been approved in this FY budget.
- \$51,389.00 each

Staff Recommendation:

It is staffs recommendation to the City Council to approve the vehicle purchases as presented.

VEHICLE QUOTE

FSA/HCSO 2024-005 Bid Award

FSA HCS-AVP1.0

Attention: Tom Gill
Agency: City of Zephyrhills
Phone #: 813-714-9922
Fax #: _____

Date : 2/7/25
SEWER 1A V8 rev

<u>Option Code</u>	<u>Description</u>		
CK10543	2025 Chevy Silverado 1500 crew cab 4wd short bed	\$ 49,100.00	Total MSRP
		\$ 1,995.00	GM Destination chg
		- \$ 2,455.00	FSA/HCSO discount 5%
	<i>please refer to attached window label for a complete list of equipment</i>		
G80	Locking rear differential	<i>MSRP</i> \$395.00	INCLD
JL1	Trailer brake controller	\$275.00	
KI4	120v power outlets; dash & cargo bed	\$225.00	INCLD
L84	5.3L Ecotec3 V8 engine w/ dynamic fuel m	\$1,595.00	
PEB	WT Value pkg.: deep tint rear glass+ rear windows + trailer tow pkg+ power mirrors	\$960.00	INCLD
QDV	All terrain tires	\$200.00	INCLD
QT5	EZ Lift power lock & release tailgate	\$150.00	INCLD
RD6	17" painted steel wheels		NC
BAR+4	Edge 9X DUO 54" Amber light bar w/ controll	\$ 3,475.00	
	2 front grille mounted clear LED strobes & 2 rear clear LED strobes		
SPRY	Spray-on bedliner	\$ 540.00	
TAGN	New yellow CITY tag & title	\$ 234.00	
GAZ	Summit White exterior		NC
H2G	Jet Black vinyl seat interior		NC
	Dealer Discretionary Discount	\$ (1,500.00)	
	Non-OEM Options Total:	\$ 2,749.00	
	Sub-Total Unit Cost:	\$ 51,389.00	

Comments:

Please review attached detailed specs for 3GCUKAED1SG223675

7 are available in allocated stock transit

Quoted By: "Magic" Peter Popiel
Phone #: (407)221-7600
Office #: (813)359-5016
E-mail:

MAGICPETERFLEET@GMAIL.COM

VEHICLE QUOTE

FSA/HCSO 2024-005 Bid Award

FSA HCS-AVP1.0

Attention: Tom Gill
Agency: City of Zephyrhills
Phone #: 813-714-9922
Fax #: _____

Date : 2/7/25
SEWER 2B V8 rev

<u>Option Code</u>	<u>Description</u>		
CK10543	2025 Chevy Silverado 1500 crew cab 4wd short bed	\$ 49,100.00	Total MSRP
		\$ 1,995.00	GM Destination chg
		- \$ 2,455.00	FSA/HCSO discount 5%
	<i>please refer to attached window label for a complete list of equipment</i>		
		<u>MSRP</u>	
G80	Locking rear differential	\$395.00	INCLD
JL1	Trailer brake controller	\$275.00	
KI4	120v power outlets; dash & cargo bed	\$225.00	INCLD
L84	5.3L Ecotec3 V8 engine w/ dynamic fuel m	\$1,595.00	
PEB	WT Value pkg.: deep tint rear glass+ rear windows + trailer tow pkg+ power mirrors	\$960.00	INCLD
QDV	All terrain tires	\$200.00	INCLD
QT5	EZ Lift power lock & release tailgate	\$150.00	INCLD
RD6	17" painted steel wheels		NC
BAR+4	Edge 9X DUO 54" Amber light bar w/ controlle 2 front grille mounted clear LED strobes & 2 rear clear LED strobes	\$ 3,475.00	
SPRY	Spray-on bedliner	\$ 540.00	
TAGN	New yellow CITY tag & title	\$ 234.00	
GAZ	Summit White exterior		NC
H2G	Jet Black vinyl seat interior		NC
	Dealer Discretionary Discount	\$ (1,500.00)	
	Non-OEM Options Total:	\$ 2,749.00	
	Sub-Total Unit Cost:	\$ 51,389.00	

Comments:

Please review attached detailed specs for 3GCUKAED1SG223675

7 are available in allocated stock transit

Quoted By: "Magic" Peter Popiel
Phone #: (407)221-7600
Office #: (813)359-5016
E-mail :

MAGICPETERFLEET@GMAIL.COM

Review Comments on: 2025 Chevy Silverado 1500 Crew Cab 4wd Short Bed
Sewer 2A V8

The attached Quote was presented to Purchasing to see if it complies with the Coop being purchased from.

Coop: Florida Sheriff's Contract/HCSO 2024-005 Bid Award

Company: Stingray Chevrolet – Magic Peter

Contract Dates:

Base Purchase Price: Sticker price verified with quote and discount provided

Please note, discount should be 3% but they provided 5%

Tag is included

Reviewed by: Karen Miller – Purchasing Agent 2-11-2025

Attachment: Quote and price list.

Review Comments on: 2025 Chevy Silverado 1500 Crew Cab 4wd Short Bed
Sewer 2B V8

The attached Quote was presented to Purchasing to see if it complies with the Coop being purchased from.

Coop: Florida Sheriff's Contract/HCSO 2024-005 Bid Award

Company: Stingray Chevrolet – Magic Peter

Contract Dates:

Base Purchase Price: Sticker price verified with quote and discount provided

Please note, discount should be 3% but they provided 5%

Tag is included

Reviewed by: Karen Miller – Purchasing Agent 2-11-2025

Attachment: Quote and price list.

CONSENT ITEMS 1.5

South Avenue Extension Award of Bid ITB 2024-003 and Approval of Agreement 25-25-01 - B.R.W. Contracting, Inc.

Issue:

To extend South Avenue North of 6th Avenue to the proposed National Guard Armory.

Background:

South Avenue Extension required for access to National Guard Armory and future growth North of 6th Avenue.

Attachment(s):

1. Construction Agreement - BRW - South Ave Extension(32393115.1)
2. TOTALS - 4 VENDORS DETAIL (1)
3. FDOT Concurrence letter FDOT South Ave Extension 13FEB25
4. ITB-ITB2024-003-B.R.W.Contracting, INC-2025-01-20-17-00

Fiscal Impact:

State (FDOT) Appropriation #G2151 "National Guard Access Road" \$1,940,000.00 (\$506,830.68 expenditures to date) leaving a balance of \$1,433,169.32.

Bid Total: \$2,368,805.75 includes 10% contingency

\$935,636.43 FY25 TIF funding to cover costs above appropriation balance.

BRW Contracting's low bid has been approved by FDOT.

Note: Engineers estimate was \$ 3,078,982.89

Staff Recommendation:

The Public Works Director and City Manager Recommend approval of this bid as presented.

ROADWAY CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation (hereafter referred to as "CITY"), whose address is 5335 8th Street, Zephyrhills, FL 33542 and B.R.W. CONTRACTING, INC., a Florida corporation, (hereinafter referred to as "CONTRACTOR"), whose address is 2522 Hunt Road, Land O' Lakes, FL 34638, and

WHEREAS, the City invited Contractor to bid to construct improvements to complete the project known as the South Avenue Extension (ITB 2024-003), and

WHEREAS, the Contractor has submitted a bid proposal to the City which has been accepted by the City Council.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

ARTICLE I: THE PROJECT SCOPE

1.1 The scope of the project involved in this contract is to construct the following: **CONSTRUCTION OF SOUTH AVENUE EXTENSION** as per the plans and specifications of City of Zephyrhills' Invitation to Bid Re: **BID NUMBER ITB 2024-003**. The furnishing of all materials, labor and performance for all of the work shall be constructed in accordance with the previously submitted drawings, specifications and documents which are, incorporated herein as the "Contract Documents" and are more particularly described as:

1. Conditions of Contract (general and special),
2. Specifications
3. Drawings
4. Addenda or modifications (if applicable)
5. Invitation to Bid, Re: **BID NUMBER ITB 2024-003**.
6. Contractor's Bid Response

ARTICLE II: SCOPE AND SERVICES

2.1 The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

- a. Contractor shall furnish all materials described in Article I, at the contract amount of not to exceed **\$2,368,805.75** which actual bid amount is shown in Contractor's bid.
- b. The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within **Two Hundred, Forty (240) Calendar Days** of said written order (Notice of Commencement).

- c. The Contractor agrees that no additional work or extras shall be done unless the same shall be duly authorized by the City in writing by change order.
- d. City and Contractor recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the agreed time period, City shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the City on the date that the City's representative certifies in writing that the construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- e. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

ARTICLE III: COMPENSATION

3.1 The sums due to the Contractor according to Article II, shall be due and payable in full, in accordance with the terms of the Invitation to Bid. Neither final payment nor amounts retained, if any, shall become due until the Contractor submits to the City: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City might be responsible or its property encumbered (less amounts withheld by the City) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents is currently in effect, shall remain in force after final payment, and shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no potential reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) any other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents, to the extent and in such form as may be designated by the City.

3.2 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold ten percent (10%), as retainage, from the payment otherwise due.

3.3 A total of ten percent (10%) of the construction price shall be withheld as retainage until punch list items are completed and shall be paid pursuant to section 3.4 below.

3.4 When the work has been completed and this Agreement fully performed, the Contractor shall submit a final application for payment to the City for approval. The City shall make final payment to the Contractor within thirty (30) days after the Contractor approves of such final application for payment.

3.5 The parties understand and agree that the City shall bear no obligation under this Agreement, or otherwise, to pay, or to be responsible in any way, for payment to a subcontractor performing portions of the work for the Contractor. If, however, the City receives a Notice to Owner claiming that the Contractor has not properly paid any party that has contracted with the Contractor for any work associated in any way with this project, then the City may, at its sole discretion and after providing notice to the Contractor, pay such party and then deduct the sums paid from any amounts remaining to be paid to the Contractor.

3.6 Neither payment nor partial or entire use or occupancy of the project by the City shall constitute an acceptance of work not in accordance with the Contract Documents or otherwise improperly performed.

3.7 The Contractor warrants that title to all construction covered by an application for payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all construction for which payments have been received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

3.8 The parties understand and agree that the making of final payment by the City shall, in no way, constitute a waiver of claims by the City.

3.9 Acceptance of final payment shall constitute a waiver of all past, present, or future claims by the Contractor.

ARTICLE IV: INSURANCE AND INDEMNITY

4.1 The Contractor shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Agreement.

4.2 The Contractor shall take all necessary precautions required to ensure the safety of, and shall provide any necessary protection to prevent damage, injury or loss to: (1) employees on the work site and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor; and (3) other property at or adjacent to the work site such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4.3 The Contractor shall promptly remedy damage and loss to property at the work site caused in whole or in part by the Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts he may be liable.

4.4 The Contractor shall purchase from and maintain, from a company or companies of recognized responsibility, which are licensed, rated and authorized to write policies and conduct business in the State of Florida, all insurance in such amounts as is set forth in the Contract Documents. Prior to commencement of construction, proof of such insurance and payment, along with a copy of the policy, of same shall be provided in writing ten (10) days prior to commencement of construction. The sufficiency of insurance coverage under the terms of this agreement shall be at the City's sole, reasonable discretion. The Contractor shall ensure that the City is named as an additional insured on all the policies set forth in the Contract Documents other than Worker's Compensation Insurance. Coverage's whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

4.5 The Contractor shall at all times during the construction, possess: 1) workers' compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability insurance of at least \$1,000,000; and 3) general liability insurance in the amount of at least \$1,000,000. All insurance shall be maintained throughout the course of construction until the date of final payment and termination of any coverage required to be maintained after final payment. City shall be listed as an additional insured on the automobile, general liability, and builder's risk policies. Also, State of Florida, Department of Transportation shall be listed as an additional insured on the automobile, general liability, and builder's risk policies. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy.

4.6 The Contractor shall comply fully with the bonding requirements of Section 255.05, Florida Statutes, as part of the price set forth in the Proposal for this project.

4.7 Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold

harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. **Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.**

4.8 To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City of Zephyrhills and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify the City of Zephyrhills for the negligent acts or omissions of the City of Zephyrhills its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

4.9 **BUILDERS' RISK** If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

4.10 **CONFLICTS OF INTEREST** The Contractor shall adhere to the State of Florida, Department of Transportation's Conflict of Interest Procedure (FDOT Topic No. 375-

030- 006).

ARTICLE V. CHANGES IN THE WORK

5.1 Changes in the work may be accomplished after execution of this Agreement, without invalidating this Agreement, by written change order, signed by each party, subject to the limitations stated in the Contract Documents.

5.2 For the purposes of this Agreement, a change order is defined as a written instrument prepared by the Contractor and signed by both parties stating their agreement upon all of the following: (1) a change in the work; (2) the amount of the adjustment, if any, in the contract sum; and (3) the extent of the adjustment, if any, in the contract time.

5.3 Change orders shall be based upon the mutual agreement between the City and the Contractor and shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly, unless otherwise provided in the change order.

5.4 The Contractor shall be responsible for the cost of any change order, the necessity for which was caused or created by the actions or inactions of Contractor, its employees or assigns, not contemplated under this agreement.

ARTICLE VI. CORRECTION OF WORK

6.1 The Contractor shall promptly correct work rejected by the City or known by the Contractor to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after substantial completion, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections.

6.2 If, within one (1) year after the date of substantial completion of the work or after the dated for commencement of warranties established in a written agreement between the parties, or by terms of an applicable special warranty required by the Contract Document, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition.

6.3 Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year, as described above, relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

ARTICLE VII. CLAIMS AND DISPUTES

7.1 With regard to any material disputes between the City and Contractor (including change orders) regarding the construction the South Avenue Extension, City and Contractor agree to cooperate in good faith to resolve all disputes promptly. If City and Contractor are unable to resolve a dispute within 14 days of written notice from one party to the other that a dispute exists, City and Contractor agree to mediate the dispute with a mutually agreed upon mediator chosen from a list of certified mediators maintained by the court having jurisdiction over the dispute. City and Contractor shall share the costs of the mediator. In the event of a claim, dispute or other issue not resolved through mediation, City or Contractor may institute litigation to resolve the matter, in which case, the parties to this agreement agree that venue and jurisdiction shall be vested solely in a court of competent jurisdiction sitting in Pasco County, Florida, and the party prevailing or substantially prevailing in such litigation shall reimburse the other party for its attorney's fees (including in-house attorney's fees at a reasonable rate commensurate with industry standards for the private sector) incurred in connection with such litigation.

7.2 A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all other disputes and matters in question between any of the parties arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate a claim shall rest with the party making the claim.

7.3 The Contractor shall carry on the work and maintain the substantial completion date during any dispute proceedings and the City shall continue to make payments, excluding final payment, in accordance with the Contract Documents.

7.4 If the Contractor wishes to make a claim, he shall give the City written notice thereof within seven (7) calendar days after the Contractor has knowledge of the event giving rise to such claim. The Contractor understands and agrees that the failure to present any claim arising under this Agreement within the time period specified above shall constitute final waiver and abandonment of the Contractor's right to pursue such claim by either legal or equitable proceedings.

7.5 All claims shall: (1) be set forth in a petition addressed to the City; (2) shall include a concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based; (3) shall include a concise statement of the provisions of the Agreement, together with any federal, state and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the issues presented by the claim; and (4) shall provide a specific demand for any relief to which the Contractor claims to be entitled.

7.6 The City shall, after receipt of all requested and/or pertinent information and documents from the Contractor, render a written decision regarding the claim within fourteen (14)

days after the submittal of the Contractor.

7.7 The making of final payment shall not constitute a waiver of any claims by the City. Acceptance of final payment by the contractor shall constitute a waiver of all claims by the Contractor except those: (1) previously and timely made in writing, (2) identified in writing by the Contractor at the time of final application for payment; and (3) otherwise made in full compliance with the terms and conditions of the Contract Documents.

7.8 This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies or disputes arising out of or relating to any part of this Agreement or any breach thereof shall be Pasco County, Florida.

ARTICLE VIII. TERMINATION

8.1 If the project is abandoned for more than ten (10) days by the Contractor without prior written change order or notice to the City, this Agreement may be terminate by the City upon ten (10) days written notice to the Contractor. If such termination occurs, the City shall pay the Contractor for the work completed.

8.2 If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the City may give written notice that the City intends to terminate this Agreement. If the Contractor fails to correct the default, failure or neglect with in fourteen (14) calendar days after receipt of notice, the City may, without prejudice to any other remedy, terminate the employment of the Contractor and finish the work by whatever method the City may deem expedient.

8.3 If the unpaid balance of the contract sum exceeds the expense of finishing the work and any and all damages or related costs incurred by the City, such excess shall be paid to the Contractor based upon work completed sufficiently to the date of the termination. If the expense of completing the work and all damages incurred by the City exceeds the unpaid balance, then the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of this Agreement.

ARTICLE IX. MISCELLANEOUS

9.1 If the Contractor is not satisfied with the written decision of the City on any timely-made claim, he may, within sixty (60) days after receipt of such written decision, file an appropriate civil action against the City in a court of competent jurisdiction for a judicial determination of such claim. Any litigation between the parties, whether arising out of any claim or arising out of the Contract Documents or any breach thereof, shall be brought, maintained and pursued only in the appropriate state courts of the State of Florida. Venue of any such litigation between the parties shall lie only in the Circuit Court of Pasco County, Florida. Failure to timely

file such civil action within said sixty (60) day period shall conclusively constitute a waiver of such claim and of any judicial proceedings on such claim, and the written decision of the City shall then be binding on the Contractor. The Contractor shall proceed with the work at all times during the pendency of any such civil action. The prevailing party in any litigation will pay all costs and attorney's fees.

9.2 The parties bind themselves, their partners, successors, assigns and legal representatives with respect to the terms of this Agreement. Neither party shall assign this Agreement without the prior written consent of the other.

9.3 This Agreement represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

9.4 If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

9.5 The Contractor, its agents, and subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, its employees or representatives.

9.6 Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

As to the City:

City Manager
5335 8th St.
Zephyrhills, Florida 33542

with a copy to:

City Attorney
5335 8th St.
Zephyrhills, Florida 33542

As to Contractor:

B.R.W. Contracting, Inc.
2522 Hunt Road

Zephyrhills, FL 33540

9.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the _____ day of February, 2025.

CITY:

ATTEST: CITY OF ZEPHYRHILLS, FLORIDA

_____	_____
Ricardo Quinones, City Clerk	Kenneth M. Burgess, Jr. Council President

CONTRACTOR:

B.R.W. CONTRACTING, INC.,
a Florida corporation

By: _____
Printed Name: _____
Title: _____

Project Bid Form					Amici Engineering Contractors, L		B.R.W. Contracting, INC		Cathcart Construction Company -		Midsouth Inc.	
Selected	Line Item	Description	Quantity	Unit of Mea	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
		Silt Fence/Sediment Barrier -Single										
X		1 Row	3575	LF	\$2.20	\$7,865.00	\$2.50	\$8,937.50	\$3.00	\$10,725.00	\$4.60	\$16,445.00
X		2 Inlet Protection Trap	3	EA	\$40.00	\$120.00	\$250.00	\$750.00	\$250.00	\$750.00	\$380.00	\$1,140.00
X		3 Clearing & Grubbing	3.81	AC	\$60,300.00	\$229,743.00	\$15,000.00	\$57,150.00	\$79,000.00	\$300,990.00	\$9,750.00	\$37,147.50
X		4 Regular Excavation	409	CY	\$40.00	\$16,360.00	\$25.00	\$10,225.00	\$55.00	\$22,495.00	\$14.30	\$5,848.70
X		5 Performance Turf/Sod (Bahia)	18440	SY	\$5.50	\$101,420.00	\$4.25	\$78,370.00	\$4.50	\$82,980.00	\$5.50	\$101,420.00
		Construction Entrance/Soil Tracking										
X		6 Prevention	1	EA	\$3,300.00	\$3,300.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$11,050.00	\$11,050.00
	Sub Total - Earthwork											
	DEMOLITION											
X		1 Tree Protection Fencing	1406	LF	\$8.30	\$11,669.80	\$15.00	\$21,090.00	\$11.00	\$15,466.00	\$2.60	\$3,655.60
X		2 Remove Road Signs (Single Post Sign)	5	EA	\$220.00	\$1,100.00	\$250.00	\$1,250.00	\$180.00	\$900.00	\$170.00	\$850.00
X		3 Relocate Signs	1	EA	\$540.00	\$540.00	\$200.00	\$200.00	\$300.00	\$300.00	\$980.00	\$980.00
X		4 Abandon & Plug Water Wells	6	EA	\$1,200.00	\$7,200.00	\$2,500.00	\$15,000.00	\$1,800.00	\$10,800.00	\$1,924.00	\$11,544.00
X		5 Remove Fencing	1081	LF	\$3.30	\$3,567.30	\$2.00	\$2,162.00	\$6.00	\$6,486.00	\$5.00	\$5,405.00
X		6 Open Cut Roadway (Removal of	65	SY	\$11.00	\$715.00	\$25.00	\$1,625.00	\$335.00	\$21,775.00	\$210.00	\$13,650.00
	Sub Total - Demolition											
	ROADWAY											
X		1 12" Type B Stabilized Subgrade -	6023	SY	\$5.50	\$33,126.50	\$15.00	\$90,345.00	\$13.00	\$78,299.00	\$9.40	\$56,616.20
X		2 10" Limerock Base (FDOT Base Group	4948	SY	\$31.00	\$153,388.00	\$30.00	\$148,440.00	\$37.00	\$183,076.00	\$36.40	\$180,107.20
X		3 2"FDOT SP-9.5 Asphalt (Type S-III)	550	TN	\$232.00	\$127,600.00	\$175.00	\$96,250.00	\$220.00	\$121,000.00	\$231.50	\$127,325.00
X		4 Concrete Class NS Gravity Wall	14.4	CY	\$1,900.00	\$27,360.00	\$1,000.00	\$14,400.00	\$1,240.00	\$17,856.00	\$1,952.60	\$28,117.44
X		5 Concrete Sidewalk (4" thick)	1173	SY	\$65.00	\$76,245.00	\$63.00	\$73,899.00	\$93.00	\$109,089.00	\$69.40	\$81,406.20
X		6 Concrete Sidewalk (6" thick)	122	SY	\$88.00	\$10,736.00	\$72.00	\$8,784.00	\$103.00	\$12,566.00	\$101.50	\$12,383.00
X		7 Type "F" Curb	3004	LF	\$31.00	\$93,124.00	\$25.00	\$75,100.00	\$37.00	\$111,148.00	\$22.50	\$67,590.00
X		8 Detectable Warning Truncated	86	SF	\$66.00	\$5,676.00	\$50.00	\$4,300.00	\$45.00	\$3,870.00	\$39.00	\$3,354.00
X		9 Pedestrian Railing Aluminum, 42"	45	LF	\$110.00	\$4,950.00	\$115.00	\$5,175.00	\$138.00	\$6,210.00	\$190.00	\$8,550.00
X		10 Single Post Sign (up to 12sf, furnish &	8	EA	\$550.00	\$4,400.00	\$500.00	\$4,000.00	\$495.00	\$3,960.00	\$510.00	\$4,080.00
X		11 Raised Pavement Markers	66	EA	\$6.60	\$435.60	\$7.50	\$495.00	\$396.00	\$26,136.00	\$17.10	\$1,128.60
X		12 6" Double Yellow Striping	0.6	GM	\$25,000.00	\$15,000.00	\$10,000.00	\$6,000.00	\$10,000.00	\$6,000.00	\$12,935.00	\$7,761.00
X		13 6" Solid White Stripe (lane edge line)	0.59	GM	\$25,000.00	\$14,750.00	\$5,000.00	\$2,950.00	\$10,160.00	\$5,994.40	\$12,960.00	\$7,646.40
X		14 12" White Stripe (crosswalk-	123	LF	\$7.70	\$947.10	\$15.00	\$1,845.00	\$6.00	\$738.00	\$17.00	\$2,091.00
X		15 24" White Stripe (crosswalk-	51	LF	\$25.00	\$1,275.00	\$25.00	\$1,275.00	\$12.00	\$612.00	\$30.40	\$1,550.40
X		16 24" White Stripe (Stop Bar-	20	LF	\$16.00	\$320.00	\$25.00	\$500.00	\$12.00	\$240.00	\$41.30	\$826.00
	Sub Total - Roadway											
	CONSTRUCTION ITEMS											
X		1 Maintenance of Traffic	180	DAY	\$120.00	\$21,600.00	\$500.00	\$90,000.00	\$80.00	\$14,400.00	\$170.00	\$30,600.00
X		2 As-Built Survey & Staking	1	LS	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$23,000.00	\$23,000.00	\$88,621.00	\$88,621.00
X		3 Concrete & Asphalt Testing	1	LS	\$2,800.00	\$2,800.00	\$65,000.00	\$65,000.00	\$8,640.00	\$8,640.00	\$18,300.00	\$18,300.00
	Sub Total - Construction Items											
	STORM DRAINAGE											
X		1 18" RCP	684	LF	\$140.00	\$95,760.00	\$100.00	\$68,400.00	\$115.00	\$78,660.00	\$123.30	\$84,337.20
X		2 24" RCP	361	LF	\$170.00	\$61,370.00	\$135.00	\$48,735.00	\$145.00	\$52,345.00	\$131.50	\$47,471.50
X		3 Manhole (P7, <10')	1	EA	\$6,800.00	\$6,800.00	\$6,500.00	\$6,500.00	\$8,340.00	\$8,340.00	\$7,140.00	\$7,140.00
X		4 Type 5 Inlet	4	EA	\$7,400.00	\$29,600.00	\$8,100.00	\$32,400.00	\$6,930.00	\$27,720.00	\$9,900.00	\$39,600.00
X		5 18" MES	1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,640.00	\$2,640.00	\$6,754.00	\$6,754.00
X		6 24" MES	1	EA	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$3,120.00	\$3,120.00	\$7,380.00	\$7,380.00
X		7 18" Concrete Endwall	1	EA	\$6,900.00	\$6,900.00	\$5,850.00	\$5,850.00	\$2,040.00	\$2,040.00	\$5,980.00	\$5,980.00
X		8 Flume (as D curb)	98	LF	\$39.00	\$3,822.00	\$35.00	\$3,430.00	\$34.00	\$3,332.00	\$56.20	\$5,507.60
X		9 Flume (as 6" concrete)	22	SY	\$88.00	\$1,936.00	\$75.00	\$1,650.00	\$192.00	\$4,224.00	\$237.90	\$5,233.80
X		10 Flume Splash Pad (6" concrete)	16	SY	\$88.00	\$1,408.00	\$75.00	\$1,200.00	\$168.00	\$2,688.00	\$237.90	\$3,806.40
X		11 Rip Rap (furnish & install, ditch lining)	4	TN	\$240.00	\$960.00	\$150.00	\$600.00	\$615.00	\$2,460.00	\$2,540.00	\$10,160.00
X		12 Storm Line Video Testing	1045	LF	\$6.80	\$7,106.00	\$10.00	\$10,450.00	\$5.00	\$5,225.00	\$15.10	\$15,779.50
X		13 Concrete Ditch Pavement, 4"	13	SY	\$140.00	\$1,820.00	\$500.00	\$6,500.00	\$300.00	\$3,900.00	\$181.00	\$2,353.00
	Sub Total - Storm Drainage											

	SANITARY SEWER SYSTEM											
X		1 8" Main	101	LF	\$117.00	\$11,817.00	\$60.00	\$6,060.00	\$87.00	\$8,787.00	\$60.70	\$6,130.70
X		2 12" Main	28	LF	\$116.00	\$3,248.00	\$100.00	\$2,800.00	\$157.00	\$4,396.00	\$193.40	\$5,415.20
X		3 18" Main	2047	LF	\$207.00	\$423,729.00	\$205.00	\$419,635.00	\$220.00	\$450,340.00	\$244.90	\$501,310.30
X		4 Manhole (P7, >10')	10	EA	\$22,900.00	\$229,000.00	\$32,850.00	\$328,500.00	\$21,000.00	\$210,000.00	\$22,530.00	\$225,300.00
X		5 Sewer Line Video Testing	2224	LF	\$5.00	\$11,120.00	\$10.00	\$22,240.00	\$5.00	\$11,120.00	\$17.40	\$38,697.60
	Sub Total - Sanitary Sewer System											
	POTABLE WATER DIST SYSTEM											
X		1 8" PVC WM	1750	LF	\$63.00	\$110,250.00	\$55.00	\$96,250.00	\$68.00	\$119,000.00	\$58.10	\$101,675.00
X		2 8" Cap	2	EA	\$740.00	\$1,480.00	\$175.00	\$350.00	\$780.00	\$1,560.00	\$660.00	\$1,320.00
X		3 8" Gate Valve (furnish & install)	7	EA	\$2,800.00	\$19,600.00	\$3,500.00	\$24,500.00	\$3,300.00	\$23,100.00	\$4,530.00	\$31,710.00
X		4 8" Tee	1	EA	\$2,200.00	\$2,200.00	\$980.00	\$980.00	\$1,200.00	\$1,200.00	\$1,410.00	\$1,410.00
X		5 8"x8" Tee to Ex WM (Cut-in-Tee,	1	EA	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$14,810.00	\$14,810.00
X		6 8"x6" Tee	3	EA	\$1,600.00	\$4,800.00	\$925.00	\$2,775.00	\$1,170.00	\$3,510.00	\$1,270.00	\$3,810.00
X		7 8" 45*Bend	7	EA	\$970.00	\$6,790.00	\$605.00	\$4,235.00	\$1,285.00	\$8,995.00	\$1,136.10	\$7,952.70
X		8 Fire Hydrant Assembly (furnish &	3	EA	\$7,700.00	\$23,100.00	\$10,000.00	\$30,000.00	\$9,800.00	\$29,400.00	\$11,510.00	\$34,530.00
X		9 Blowoff Assembly	1	EA	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00	\$3,160.00	\$3,160.00
X		10 Baterial Sample Points (furnish &	2	EA	\$1,100.00	\$2,200.00	\$550.00	\$1,100.00	\$2,520.00	\$5,040.00	\$1,490.00	\$2,980.00
X		11 Air Release Valve (Vac/Air Assembly,	1	EA	\$13,000.00	\$13,000.00	\$5,500.00	\$5,500.00	\$21,600.00	\$21,600.00	\$11,930.00	\$11,930.00
X		12 Water Line Pressure Testing	1750	LF	\$5.30	\$9,275.00	\$2.50	\$4,375.00	\$2.00	\$3,500.00	\$7.30	\$12,775.00
X		13 8" 22.5 degree Fittings	2	EA	\$970.00	\$1,940.00	\$600.00	\$1,200.00	\$800.00	\$1,600.00	\$970.00	\$1,940.00
	Sub Total - Potable Water Dist System											
		Total				\$2,120,964.30		\$2,130,732.50		\$2,322,343.40		\$2,185,548.74

CONTINGENCY					Amici Engineering Contractors, L		B.R.W. Contracting, INC		Cathcart Construction Company -		Midsouth Inc.	
Selected	Line Item	Description	Quantity	Unit of Mea	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X		1 Mobilizations - 5% of Cost	1	LS	\$124,000.00	\$124,000.00	\$25,000.00	\$25,000.00	\$105,000.00	\$105,000.00	\$87,715.60	\$87,715.60
X		2 Contingency - 10% on Total Contract	1	LS	\$249,208.37	\$249,208.37	\$213,073.25	\$213,073.25	\$242,734.34	\$242,734.34	\$218,554.87	\$218,554.87
		Total				\$373,208.37		\$238,073.25		\$347,734.34		\$306,270.47

#1 B.R.W. Contracting, INC	#2 Midsouth Inc.	#3 Amici Engineering Contractors, LLC	#4 Cathcart Construction Company - F
\$2,368,805.75	\$2,491,819.21	\$2,494,172.67	\$2,670,077.74

Concurrence -- 450716-1: South Ave Extension



Schmidt, Billy <Billy.Schmidt@dot.state.fl.us>
To Shane LeBlanc
Cc Deese, Gregory; D7-Local Programs; Jessica Carter; Schmidt, Billy

↩ Reply

↩ Reply All

➡ Forward

⋮

Wed 1/29/2025 5:33 PM

EXTERNAL EMAIL

Good Afternoon Shane,

The Department has reviewed the bid tabs and concurs with the City’s recommendation to award this project to the low bidder B.R.W. Contracting Inc with a total bid of \$2,368,805.75.

The local agency will need to fund the remaining amount needed above the grant amount. The current encumbrance balance of state funds for this project is \$1,433,169.32.

As a reminder, please be sure to upload into GAP a copy of the Bid Tabs, recommendation to award and all the supporting documentation that was provided for this review as well as a copy of the executed construction contract, along with this concurrence e-mail. Additionally, if you have not already, please contact Rolando Sanchez as soon as the date for the pre-con meeting and NTP to the contractor have been determined. His contact information is listed below.

Rolando Sanchez
Office: (813) 975-6928
Cell: (727) 224-4747
rolando.sanchez@dot.state.fl.us

Let me know if you have any questions.

Thanks!

Billy



Billy D. Schmidt
Local Programs Coordinator & Project Manager
(813) 975-6435
Florida Department of Transportation, District 7
11201 N. McKinley Dr. Tampa, FL 33612
Click [HERE](#) for project updates in D7

Line Item	Description
	1 Silt Fence/Sediment Barrier -Single Row
	2 Inlet Protection Trap
	3 Clearing & Grubbing
	4 Regular Excavation
	5 Performance Turf/Sod (Bahia)
	6 Construction Entrance/Soil Tracking Prevention
Sub Total - Earthwork	
DEMOLITION	
	1 Tree Protection Fencing
	2 Remove Road Signs (Single Post Sign)
	3 Relocate Signs
	4 Abandon & Plug Water Wells
	5 Remove Fencing
	6 Open Cut Roadway (Removal of
Sub Total - Demolition	
ROADWAY	
	1 12" Type B Stabilized Subgrade - Roadways and
	2 10" Limerock Base (FDOT Base Group 9)
	3 2"FDOT SP-9.5 Asphalt (Type S-III)
	4 Concrete Class NS Gravity Wall
	5 Concrete Sidewalk (4" thick)
	6 Concrete Sidewalk (6" thick)
	7 Type "F" Curb
	8 Detectable Warning Truncated Domes
	9 Pedestrian Railing Aluminum, 42"
	10 Single Post Sign (up to 12sf, furnish & install)
	11 Raised Pavement Markers
	12 6" Double Yellow Striping (thermoplastic)
	13 6" Solid White Stripe (lane edge line) -
	14 12" White Stripe (crosswalk-thermoplastic)
	15 24" White Stripe (crosswalk-thermoplastic)
	16 24" White Stripe (Stop Bar-thermoplastic)
Sub Total - Roadway	
CONSTRUCTION ITI	

- 1 Maintenance of Traffic
- 2 As-Built Survey & Staking
- 3 Concrete & Asphalt Testing

Sub Total - Construction	
STORM DRAINAGE	

- 1 18" RCP
- 2 24" RCP
- 3 Manhole (P7, <10')
- 4 Type 5 Inlet
- 5 18" MES
- 6 24" MES
- 7 18" Concrete Endwall
- 8 Flume (as D curb)
- 9 Flume (as 6" concrete)
- 10 Flume Splash Pad (6" concrete)
- 11 Rip Rap (furnish & install, ditch lining)
- 12 Storm Line Video Testing
- 13 Concrete Ditch Pavement, 4" Reinforced

Sub Total - Storm Drainage	
SANITARY SEWER	

- 1 8" Main
- 2 12" Main
- 3 18" Main
- 4 Manhole (P7, >10')
- 5 Sewer Line Video Testing

Sub Total - Sanitary Sewer	
POTABLE WATER DISTRIBUTION	

- 1 8" PVC WM
- 2 8" Cap
- 3 8" Gate Valve (furnish & install)
- 4 8" Tee
- 5 8"x8" Tee to Ex WM (Cut-in-Tee, furnish & install)
- 6 8"x6" Tee
- 7 8" 45° Bend
- 8 Fire Hydrant Assembly (furnish & install, 2 hose, 1 nozzle)

- 9 Blowoff Assembly
- 10 Baterial Sample Points (furnish & install 8")
- 11 Air Release Valve (Vac/Air Assembly, furnish &
- 12 Water Line Pressure Testing
- 13 8" 22.5 degree Fittings

Sub Total - Potable

Total

Quantity	Unit of Measure	Unit Cost
3575	LF	\$2.50
3	EA	\$250.00
3.81	AC	\$15,000.00
409	CY	\$25.00
18440	SY	\$4.25
1	EA	\$7,500.00
1406	LF	\$15.00
5	EA	\$250.00
1	EA	\$200.00
6	EA	\$2,500.00
1081	LF	\$2.00
65	SY	\$25.00
6023	SY	\$15.00
4948	SY	\$30.00
550	TN	\$175.00
14.4	CY	\$1,000.00
1173	SY	\$63.00
122	SY	\$72.00
3004	LF	\$25.00
86	SF	\$50.00
45	LF	\$115.00
8	EA	\$500.00
66	EA	\$7.50
0.6	GM	\$10,000.00
0.59	GM	\$5,000.00
123	LF	\$15.00
51	LF	\$25.00
20	LF	\$25.00

180 DAY	\$500.00
1 LS	\$75,000.00
1 LS	\$65,000.00

684 LF	\$100.00
361 LF	\$135.00
1 EA	\$6,500.00
4 EA	\$8,100.00
1 EA	\$2,000.00
1 EA	\$3,000.00
1 EA	\$5,850.00
98 LF	\$35.00
22 SY	\$75.00
16 SY	\$75.00
4 TN	\$150.00
1045 LF	\$10.00
13 SY	\$500.00

101 LF	\$60.00
28 LF	\$100.00
2047 LF	\$205.00
10 EA	\$32,850.00
2224 LF	\$10.00

1750 LF	\$55.00
2 EA	\$175.00
7 EA	\$3,500.00
1 EA	\$980.00
1 EA	\$20,000.00
3 EA	\$925.00
7 EA	\$605.00
3 EA	\$10,000.00

1 EA	\$1,500.00
2 EA	\$550.00
1 EA	\$5,500.00
1750 LF	\$2.50
2 EA	\$600.00

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Total	FDOT Item #	FDOT Standard Spec
\$8,937.50	#0104 10 3	Standard Plans-FY 2006-07 Index
\$750.00	#0104 18	Standard Plans-FY 2006 Index 10
\$57,150.00	#0110 1 1	Standard Plans-FY 2024-25 Index
\$10,225.00	#0120 1	Standard Plans-FY 2024-25 Index
\$78,370.00		
\$7,500.00	#0104 15	State of FL E&SC Designer Review
\$21,090.00	#0110 21	Standard Plans-FY 2024-25 Index
\$1,250.00	#0700 1 60	Standard Plans-FY 2024-25 Index
\$200.00	#0700 1 50	Standard Plans-FY 2024-25 Index
\$15,000.00	#0110 6	FDOT Clearing Construction Site
\$2,162.00	#0550 10228	Standard Plans-FY 2024-25 Index
\$1,625.00	#0110 4 10	Standard Plans-FY 2013 Index 30
\$90,345.00	#0160 4	FDOT Stabilizing Sec. 106
\$148,440.00	#0285709	FDOT Optional Base Course Sec. 1
\$96,250.00	#0337 7 82	FDOT Superpave Asphalt Concret
\$14,400.00	#400 0 1 1	
\$73,899.00	#0522 1	Standard Plans-FY 2024-25 Index
\$8,784.00	#0522 2	
\$75,100.00	#0520 1 10	Standard Plans-FY 2024-25 Index
\$4,300.00	#0527 2	Standard Plans-FY 2024-25 Index
\$5,175.00	#0515 2311	Standard Plans-FY 2024-25 Index
\$4,000.00	#0700 1 11	Standard Plans-FY 2024-25 Index
\$495.00	#0706 1 3	
\$6,000.00	#0711 15201	Standard Plans-FY 2024-25 Index
\$2,950.00	#0701 18101	Standard Plans-FY 2024-25 Index
\$1,845.00	#0711 11123	Standard Plans-FY 2024-25 Index
\$1,275.00	#0711 11125	Standard Plans-FY 2024-25 Index
\$500.00	#0711 11125	Standard Plans-FY 2024-25 Index

\$90,000.00 #0102 1

\$75,000.00 N/A

\$65,000.00 N/A

\$68,400.00 #0430175118

Standard Plans-FY 2024-25 Index

\$48,735.00 #0430175124

Standard Plans-FY 2024-25 Index

\$6,500.00 #0425 2 41

Standard Plans-FY 2024-25 Index

\$32,400.00 \$0425 1351

Standard Plans-FY 2024-25 Index

\$2,000.00 #0430982125

Standard Plans-FY 2024-25 Index

\$3,000.00 #0430982129

Standard Plans-FY 2024-25 Index

\$5,850.00 #0430518100

Standard Plans-FY 2024-25 Index

\$3,430.00 #0520 2 4

Standard Plans-FY 2024-25 Index

\$1,650.00 #0522 2

Standard Plans-FY 2024-25 Index

\$1,200.00 #0522 2

Standard Plans-FY 2024-25 Index

\$600.00 #0530 3 4

FDOT Riprap Sec. 530

\$10,450.00 N/A

\$6,500.00 #0524 1 29

Standard Plans-FY24-25 524-001

\$6,060.00 #1050 31208

N/A

\$2,800.00 #1050 31212

N/A

\$419,635.00 N/A

N/A

\$328,500.00 #0425 2 42

N/A

\$22,240.00 N/A

\$96,250.00 #1050 31208

N/A

\$350.00 N/A

N/A

\$24,500.00 #1080 24108

N/A

\$980.00 N/A

N/A

\$20,000.00 N/A

N/A

\$2,775.00 N/A

N/A

\$4,235.00 N/A

N/A

\$30,000.00 #164412206

N/A

\$1,500.00	N/A	N/A
\$1,100.00	#1080 32108	N/A
\$5,500.00	#1080 26102	N/A
\$4,375.00	N/A	
\$1,200.00	N/A	N/A

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\$2,130,732.50

102
2
110-100
120-002

ver Manual; Latest Addition July 2013 Figure V-19

110-100
700-010
700-010
Sec. 110
550-002
7

285
te Sec. 334

522-001

520-001
522-002
515-070
700-010

711-001
711-001
711-001
711-001
711-001

430-001
430-001
425-001
425-021
430-021
430-021
430-030
520-001
520-010
520-010

CONSENT ITEMS 1.6

Approval of Agreement 25-25-02 Piggyback Agreement with Odyssey and associated quote

Issue:

Approval of Piggyback Agreement with Odyssey for maintenance, repair, and equipment purchases. Along with approval of associated quote.

Background:

The WWTP is in need of replacing the two (2) 3,150 gallon Sodium Hypochlorite containers, and replacing the chlorine feed system. Which is the only disinfection process we have for the wastewater effluent.

Attachment(s):

1. Agreement to Piggyback(32393125.1)
2. Davie Piggyback Pkg (PART 1)
3. Davie Piggyback Pkg (PART 2)
4. Piggyback Cover Letter_Zephyrhills
5. WWTP - Replacment of Bleach Tanks & Skid Quote

Fiscal Impact:

This project has been included in the current FY budget for \$200,000. The quote for the project is \$120,682.00

Staff Recommendation:

It is the staffs recommendation to the City Council to approve this item as presented.

AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS
OR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Odyssey Manufacturing Co.**, a Delaware corporation authorized to do business in Florida, having its principal office at 1484 Massaro Blvd., Tampa, FL 33619 (“Contractor”) entered into an agreement dated October 18, 2023, with the **Town of Davie**, a political subdivision of the State of Florida, for Chemical System Maintenance and Repair (RFP-JA-23-59), attached as Exhibit “A,” services procured pursuant to F.S. §287.057, (the “Agreement”).

WHEREAS, the **City of Zephyrhills, Florida**, a Florida municipal corporation having a principal office at 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Town of Davie for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The purpose of this Agreement is for the Contractor to provide Chemical System Maintenance and Repair services to the City’s utilities department. The terms and conditions of the Agreement between the Town of Davie and Odyssey Manufacturing Co. dated October 18, 2023 (“Town of Davie Agreement”) shall be incorporated herein by this reference and, except as otherwise provided herein, shall apply to this Contract. Contractor’s fees and charges shall be as provided in the Town of Davie Agreement. References to Town of Davie in said documents shall mean the City of Zephyrhills. All work shall be subject to separate Task Order(s) agreed upon between the parties. All Task Orders shall be signed by the City Manager.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.

5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
6. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.
7. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
8. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
9. **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 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
10. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

11. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Odyssey Manufacturing Co.,

City of Zephyrhills, Florida

Signature Date

Kenneth M. Burgess, Jr. Date
Council President

Print Name Title

WITNESS

ATTEST

Signature Date

Ricardo Quinones Date
Acting City Clerk

Matthew E. Maggard Date
City Attorney

DAVIE, FLORIDA

RESOLUTION NO. R2023-176

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING THE AGREEMENT BETWEEN ODYSSEY MANUFACTURING CO. AND THE TOWN OF DAVIE FOR RFP#JA-23-59 CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES FOR CHEMICAL SYSTEMS AT THE TOWN OF DAVIE'S TWO (2) WATER TREATMENT FACILITIES: ONE (1) WASTEWATER TREATMENT FACILITY AND ONE (1) REUSE TREATMENT FACILITY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town solicited RFP# JA-23-59 Chemical System Maintenance and Repair Services in order to provide maintenance and repair work for chemical systems at the Town of Davie's two (2) water treatment facilities, one (1) wastewater treatment facility, one (1) reuse treatment facility and any associated offsite chemical systems in the distribution and collections systems;

WHEREAS, the Review Committee evaluated the sole response and received, and accepted the proposal from Odyssey Manufacturing Co.;

WHEREAS, the Review Committee's recommendation was to negotiate a contract with Odyssey Manufacturing Co. and by Resolution 2023-119, the Town Council authorized the Town Administrator or designee to negotiate an agreement for maintenance and repair work for the chemical systems;

WHEREAS, negotiations were successful with Odyssey Manufacturing Co. and an agreement has been prepared;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council of the Town of Davie hereby approves the agreement between Odyssey Manufacturing Co. and the Town of Davie for maintenance and repair work for the chemical systems.

Section 3. The Town Council hereby authorizes expenditures of funds over \$65,000 per year in accordance with the awarded contract prices, on an as-needed basis. Funding will come from approved accounts, dependent on usage and within established budgets.

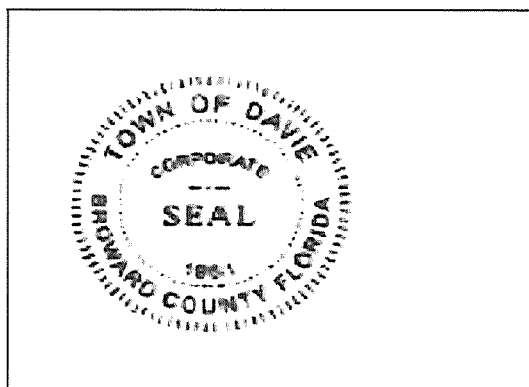
Section 4. The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods. Renewals and extensions will be handled administratively.

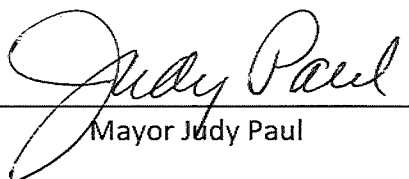
Section 5. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

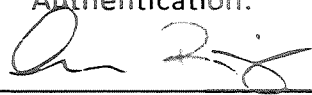
Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED by the Town of Davie Town Council on this 18th day of October 2023.





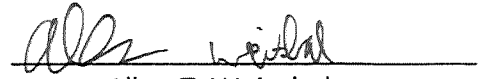
Mayor Judy Paul

Authentication:


Evelyn Roig
Town Clerk

Motion:	Vice Mayor Luis		
Second:	Mayor Paul		
Vote	Yea	Nay	
Mayor Paul	✓		
Vice Mayor Luis	✓		
Councilmember Whitman	✓		
Councilmember Hattan	AB		
Councilmember Starkey	✓		

Approved by the Town Attorney
as to form and legal sufficiency:


Allan T. Weinthal

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

AGREEMENT No. RFP-JA-23-59
BETWEEN THE TOWN OF DAVIE
AND
ODYSSEY MANUFACTURING CO.

THIS AGREEMENT is made and entered October 18, 2023 by and between Odyssey Manufacturing Co., a corporation organized and existing under the laws of the State of Florida, with offices at **1484 Massaro Blvd, Tampa, FL 33619** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36 Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the Request for Proposals ("RFP") No. **RFP-JA-23-59 Chemical System Maintenance and Repair Services** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated June 20, 2023, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
4. The Town agrees to make payment in accordance with the terms and conditions of the Request for

Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. RFP-JA-23-59 unless Contractor is otherwise notified by the Town. The initial term is three (years) from the date of execution and there are three (3) one (1) year renewals. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the final signature below.

ODYSSEY MANUFACTURING CO.

By: [Signature]
(Signature)

Name: Patrick H. Allman
(Print)

Title: General Manager

Date: 8.30.2023

Attest: [Signature]
Corporate Seal

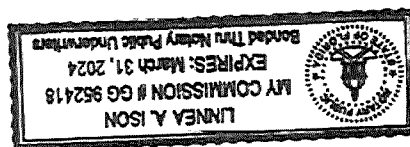
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of August, 2023 by Patrick H. Allman who is personally known to me or produced _____ as identification who did/did not take an oath.

[Signature]
Notary

8/30/2023
Date



Town of Davie
RFP-JA-23-59 Chemical System Maintenance and Repair Services

TOWN OF DAVIE

By: Judy Paul

Mayor Judith Paul

Date: 10/18/23



STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of OCTOBER, 2023 by Judy Paul who is personally known to me or produced _____ as identification who did/did not take an oath.

Christina Guastl
Notary

10/18/23
Date

Attest: [Signature]
Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

[Signature]
Allan Weinthal, Town Attorney

Request for Proposals Opening Report-

RFP# JA-23-59 Chemical System Maintenance and Repair Services

Agency Name Town of Davie

Bid Number RFP-RFP# JA-23-59-0-2023/JA

Bid Name RFP# JA-23-59 Chemical System Maintenance and Repair Services

Bid Due Date 06/20/2023 14:00:00 Eastern

Bid Opening Closed

1 responses found.

✓ online,  offline, ● not submitting,  not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete							
1 . Odyssey Manufacturing Co	06/19/2023 15:14:06 Eastern	1484 Massaro Blvd, Tampa, FL, 33619	\$0.0000	0.0000		Complete Bid Package w/ required forms	✓

NOTE: THIS RFP OPENING REPORT IS A FUNCTION OF THE RFP OPENING. ONLY PROSPER NAMES WERE READ INTO THE RECORD. ALL CALCULATIONS AND REVIEW OF RESPONSES WILL BE CONDUCTED THROUGH ADMINISTRATIVE REVIEW AND A REVIEW COMMITTEE MEETING TO BE SCHEDULED AT A LATER DATE.

NOTICE OF INTENT
RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Reviewer Initials & Score (Right)	AM	RM	JM	Totals	Proposer Final Ranking
Proposer Names (Below)					
Odyssey Manufacturing Company	1	1	1	3	1

*Full
Done*

The Committee's Recommendation is to: negotiate a contract with Odyssey Manufacturing Company. If negotiations were to fail, then this project would be re-solicited.

Procurement has reviewed and certified the above ranking.

Name: **Brian K.** Digitally signed by Brian K.

Signature: **O'Connor** O'Connor
Date: 2023.07.05 08:54:23 -04'00'

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

Proposer	Ranking
Odyssey Manufacturing Company	<u>1</u>

Name of Reviewer: Renuka Mohammed **Title:** Utilities Director

Department: UT **Signature:** [Signature]

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

Proposer	Ranking
Odyssey Manufacturing Company	1

Name of Reviewer: Aracelis Nolasco Title: Chief Water Operator
Department: Utilities Signature: Aracelis Nolasco

REVIEW COMMITTEE EVALUATION FORM

Solicitation Number and Name: RFP# JA-23-59 Chemical System Maintenance and Repair Services

Review Meeting Date: June 30th, 2023 at 10:00 AM

Evaluation Criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

Rank the proposals on the following page according to the above criteria, with one (1) being the highest ranking and 0 being the lowest.

Proposer	Ranking
Odyssey Manufacturing Company	/

Name of Reviewer: John A. McGEARY Title: Chief Operator w/w
Department: UTILITIES Signature: John A. McGeary

**SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-23-59**

Chemical System Maintenance and Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

It is essential that the integrity of the evaluation process be maintained to insure that each proposal is given fair and equal consideration. The written/electronic responses to the solicitation and any subsequent respective clarifications and/or negotiations must stand-alone. As an SEC member you must be objective and guard against any tendency to favor a particular manufacturer, firm or individual.

It is important that you understand the importance of following the Florida Sunshine law, which is in effect during the evaluation process and proceedings of the SEC meetings. Once the evaluation process has started, it is essential that any contact with the offeror's be through the Procurement Division. Additionally, you are not to communicate any information about this solicitation process, except during formal SEC meetings, with any vendor or potential vendor prior to award by the Town of Davie, nor shall you discuss proposal evaluations with anyone other than the Chairperson and fellow SEC members at the publicly posted meetings. The Florida Sunshine law is in effect until the Town of Davie has awarded the contract. Vendors have been directed in the solicitation documents to make all contact with the Procurement Division during the solicitation and evaluation process.

To emphasize the importance of the above characteristics, you are asked to sign the following statement:

I have read and understand the above and agree to be bound by the State of Florida Sunshine law, rules and principles represented. I know of no conflict of interest on my part nor have I committed any indiscretion nor accepted any gratuities or favors that would compromise my impartiality. My recommendations shall be based upon an objective/subjective review of the offeror's response and the appropriate award criteria from the solicitation in accordance with the Town of Davie's procurement policies and procedures.

Benuka Mohammed

Printed Member Name

Benuka Mohammed

Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

**SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-23-59**

Chemical System Maintenance and Repair Services

You have been selected to participate in the evaluation of responses received as the result of the competitive solicitation referenced above. Your selection was based upon your qualifications and knowledge in this area and your ability to develop an objective/subjective analysis of each response. You are required to report to the Town any actual or potential conflict of interest.

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John A. McGEARY

Printed Member Name

John A. McGeary

Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

SELECTION AND EVALUATION COMMITTEE (SEC) CONFLICT OF INTEREST STATEMENT
RFP # JA-23-59

Chemical System Maintenance and Repair Services

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ANAND MAHARAJ
Printed Member Name

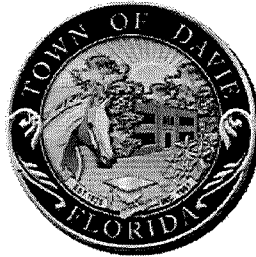
Amend Maharij
Committee Member Signature

COMMENTS:

IF YOU ARE UNABLE TO EXECUTE THIS, CONTACT PROCUREMENT IMMEDIATELY.

Odyssey Manufacturing Company
Company Submitting Proposal

REQUEST FOR PROPOSALS



RFP NO. JA – 23 – 59
TITLE CHEMICAL SYSTEM MAINTENANCE AND REPAIR SERVICES
AVAILABLE FRIDAY, MAY 26TH, 2023

MANDATORY PRE-PROPOSAL CONFERENCE MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST
Meeting Information
Town of Davie Utilities Department
7351 SW 30 St, Davie, FL 33314

DUE DATE 2:00 PM EST on TUESDAY, JUNE 20TH, 2023
SUBMIT TO DEMANDSTAR

REVIEW MEETING TBD

ESTIMATED BUDGET WITHIN ESTABLISHED BUDGET

BONDS N/A

Download Bid Information for Free at: <https://www.davie-fl.gov/bids>

Town of Davie Supplier Central: <https://www.davie-fl.gov/877/Supplier-Central>

**Pursuant to Town Code Section No. 2-320 a Cone of
Silence is hereby imposed on this solicitation.**

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem proposer absent to the pre- proposal conference and ineligible to respond to this solicitation.



June 16, 2023

Mr. Brian K. O'Connor, Procurement Manager
Town of Davie - Purchasing Department
8800 SW 36th Street
Building B - Purchasing
Davie, FL 33328

RE: Letter of Transmittal for FRP No. JA-23-59

Dear Mr. O'Connor,

Odyssey Manufacturing Co. is pleased to submit its interest to the FRP No. JA-23-59 "Chemical System Maintenance and Repair Services." Odyssey views the RFP as a means for a one-stop shop for the Town of Davie to accomplish all aspects of work related to the design, engineering, permitting, installation, maintenance, and repair of the various chemical systems at the town's water and wastewater treatment facilities. The following benefits are provided when working with Odyssey:

- Spare parts are stockpiled at our plant locations (for scheduled or emergency repairs).
- Emergency response at reasonable rates is pre-negotiated.
- A method is in-place to handle chemical system service emergencies.
- Numerous man-hours are eliminated soliciting proposals using pre-negotiated rates and fees for service work.
- Chemical system service work can be performed in a timely manner.
- Not to Exceed numbers are provided for comprehensive system replacement work.
- Provides a mechanism to perform minor engineering and permitting services.
- One supplier performing all chemical system work ensures standardization between both facilities, not only saving dollars on parts, but also allowing operators to work at both plants without having to relearn the system and parts if both plants and pieces of equipment are the same/similar.

As you know, we currently have your maintenance contract that was originally bid back in August 2016. We have designed, furnished, and/or installed multiple chemical dosing systems, chemical storage tanks, chemicals pumps and skids, and/or water treatment equipment and technology throughout the town's various facilities. All this work has been provided, all while providing superior service, quality of work, and any temporary systems or operator training, if needed. Thank you for your consideration and please do not hesitate to contact one of us below if we can be of further assistance.

Sincerely,

Jackson Reeves

Sales Manager

O: (813) 635-0339

C: (813) 508-8767

jreeves@odysseymanufacturing.com

Pat Allman

General Manager

O: (813) 635-0339

C: (813) 335-3444

pallman@odysseymanufacturing.com

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



ADDENDUM TO RFP DOCUMENTS

SOLICITATION	RFP No. JA-23-59 Chemical System Maintenance and Repair Services		
ADDENDUM No.	<u>1</u>	RFP DUE DATE	2:00 PM EST ON 06/20/2023
		TODAY'S DATE	<u>6/13/2023</u>

To All Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

SECTION UPDATES

Section 4.8 ALL REPAIRS has been updated to include the following paragraphs:

The contractor will be allowed to invoice for miscellaneous materials (also known as 'truck stock' or 'stock'). Miscellaneous materials is defined as materials that are already owned by the contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$1,000 per repair. Miscellaneous materials are not intended to be abused by the contractor; therefore, it will require the approval of the Project Manager. A decision by the Project Manager pertaining invoicing of miscellaneous materials is final, whether it is in favor or against the contractor. No back up will be required for the invoicing of miscellaneous materials; however, the contractor will be required to list such miscellaneous materials in the invoice, already owned by his company, and used for invoiced repairs. Miscellaneous materials are not subject to the contract percentage mark up. Taxes paid by the Contractor for parts/ materials may be billed as pass through to the Town. Taxes are not subject to the contract percentage mark up.

Additional Services provided by the use of a subcontractor shall be reimbursed at the actual cost of the subcontractors' work. Invoices from subcontractors must be provided in order to receive payment of the pass-through cost.

Reviewed by:

Jenna Albers

Digitally signed by Jenna Albers
Date: 2023.06.13 16:16:46 -04'00'

Procurement Coordinator
on behalf of Procurement
Manager
Procurement Division

Acknowledged by:	
<u>Odyssey Manufacturing Company</u>	
<u>Contractor</u>	
<u>Patrick Allman</u>	
<u>Authorized Representative (Printed)</u>	
<u>General Manager</u>	
<u>Title</u>	<u>[Signature]</u>
<u>Signature</u>	<u>6/16/23</u>
<u>Date</u>	

SECTION 6.0 PRICE PROPOSAL FORM

Hourly Rate		
ITEM	DESCRIPTION	UNIT PRICE
1	Regular time rate for service technician	\$ 115
2	Overtime/emergency rate for service technician	\$ 125
3	Regular time rate for service helper	\$ 65
4	Overtime rate for service helper	\$ 75
5	Regular time rate for day laborers	\$ 45
6	Overtime rate for day laborers	\$ 50
7	Regular time rate for engineering personnel	\$ 130
8	Overtime rate for engineering personnel	\$ 130
9	% Mark up for parts (materials and equipment cost)	20 %

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the RFP document.

IMPORTANT: This signed proposal form shall be considered an offer on the part of the proposer. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Vendor Name: ODYSSEY MANUFACTURING CO.
Authorized Signature: 
Print Name: PATRICK ALLMAN
Title: GENERAL MANAGER



November 14, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on November 14, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of November, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

RFP Checklist

The following are requirements of this RFP, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√	✓	Completed and Signed Price Proposal Form
√	✓	Acknowledgement of Addenda (if any)
√	N/A	Local Preference Form (if applicable)
√	✓	Client Reference Form
√	✓	Bidder/Proposer Questionnaire
√	✓	Vendor Registration Form
√	✓	Licenses and/or Certifications (if applicable)
√	✓	Proof of Insurance
√	✓	Business Tax Receipt [Occupational License(s)]
√	✓	State of FL Sunbiz <i>OR</i> State Registration (if not required to have State of FL Sunbiz)
√	✓	W9

This checklist is for your guidance. Please read the entire RFP thoroughly to ensure that your submission is complete.

Proposer agrees to accept the VISA Procurement card for payment.

Circle one: YES OR **NO**

SECTION 7.0 REQUIRED FORMS**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE****(Davie Code of Ordinances Sec. 2-326)**

N/A

****Complete the boxes below as applicable:****

- 1.
- ☐
- My Business is located within the
- Town of Davie**
- .

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: SHALL NOT BE A P.O. BOX OR RESIDENCE
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes ☐ No ☐
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: Date Issued:
The business employs _____ (insert a number) full time employees.

- 2.
- ☐
- My Business is located within
- Broward County**
- .

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: SHALL NOT BE A P.O. BOX OR RESIDENCE
Phone Number:
Email Address:
Has the business name changed since it was opened in Broward County? Yes ☐ No ☐
If yes, provide the previous business name:
Date your business was established in Broward County:
Business License Number: Date Issued:
The business employs _____ (insert a number) full time employees.

N/A ☐ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory:  Print Name: PATRICK ALIMAN

④ THERE ARE REFERENCES OF OTHER CUSTOMERS WE

RFP# JA-23-59 Chemical System Maintenance and Repair Services

CURRENTLY

HAVE AN ONGOING

MAINTENANCE/REPAIR

CONTRACT WITH.

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions, be sure to include details/description of the project/service provided*.

1) Name of Client Entity: CITY OF POMPAHO BEACH
Address: 1205 NE 5TH AVE.
City/State/Zip: POMPAHO BEACH, FL 33060
Contact: PHIL HYER
Title: WATER TREATMENT PLANT SUPERINTENDENT
Email Address: PHIL.HYER@COPBFL.COM
Telephone: 954-545-7030 (O) | 954-809-5600 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINTENANCE
+ REPAIR CONTRACT WITH CITY FOR THEIR WTP +
WNTF

2) Name of Client Entity: FOLK COUNTY
Address: 1011 JIM KEENE BLVD.
City/State/Zip: WINTER HAVEN, FL 33880
Contact: STEVE WHIDDEN
Title: REGIONAL WATER SUPERVISOR
Email Address: STEVEWHIDDEN@FOLK-COUNTY.NET
Telephone: 863-397-1441 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINT. +
REPAIR CONTRACT FOR ALL THE COUNTY PLANTS

3) Name of Client Entity: TOHO WATER AUTHORITY
Address: 951 MARTIN LUTHER KING BLVD.
City/State/Zip: KISSIMMEE, FL 34741
Contact: MIKE POWERS
Title: FACILITIES PROCESS MANAGER
Email Address: MPDWEL@TOHOWATER.COM
Telephone: 407-944-5074 (O) | 407-791-5201 (C)
Scope of Work: MAINTENANCE AND REPAIR SERVICES
*Description of Services Provided: HAVE CURRENT MAINT. +
REPAIR CONTRACT FOR ALL PLANTS THE
AUTHORITY OPERATES

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

Name of Firm: Odyssey Manufacturing Co. Date: 6/16/23

Primary Contact Person for this RFP: Patrick Allman

Primary Contact Person Email Address: pallman@odysseymanufacturing.com

Primary Contact Person Phone Number: 813/635-0339

1. How many years has your firm been in business under its present business name?: 25 yrs.

2. Under what other former name(s) has your firm operated?: same

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ **No** ☐ **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

7. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

N/A

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☒

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Odyssey Manufacturing Company

Mailing Address:

1484 Massaro Blvd.
Tampa, FL. 33619

Remit to Address

(If Different from Mailing Address):

Contact Name:

Patrick Allman

Telephone:

813/635-0339

Federal Tax ID Number:

65-0846345

Fax Number:

813/635-0339

Company Email Address:

pallman@odysseymanufacturing.com

Business Website (If Applicable):

www.odysseymanufacturing.com

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Patrick Allman

813/635-0339 or cell 813/335-3444

Odyssey Mfg. Control Room (24/7)

813/635-0339

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership %</u>
STEPHEN SIDELKO	1484 MASSAHO BLVD. TPA, FL 33619	100%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>

3. The officers of the Corporation are as follows:

<u>Name</u>	<u>Address</u>
President: <u>Marvin Rakes</u>	<u>1484 Massaro Blvd., Tampa, Fl. 33619</u>
Vice President: <u>Stephen Sidelko</u>	<u>1484 Massaro Blvd., Tampa, Fl. 33619</u>
Secretary: <u>Stephen Sidelko</u>	<u>1484 Massaro Blvd., Tampa, Fl. 33619</u>
Treasurer: _____	_____
Registered Agent: _____	_____

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

ODYSSEY MANUFACTURING CO. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:



TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:



E-VERIFY FORM

Company/FirmName:

ODYSSEY MANUFACTURING CO

Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

Vendor/Consultant 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 Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant 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 with the Town of Davie.

By executing this form, I, PATRICK ALMAN, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Affirm:



Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

- A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.
- B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

☐

YES

☒

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

_____	_____
_____	_____
_____	_____

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed **PATRICK ALLMAN,**
GENERAL MANAGER

Authorized Signature

Date **6/12/23**

Additional Information

Certain forms are required in order for this vendor registration form to be processed. These forms are listed below.

- ✓• W-9 Form
- ✓• Business Tax Receipt [Occupational License(s)] (Required if Vendor is based in Broward County)

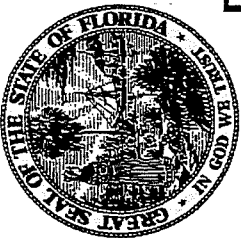
These forms must be received together with this registration form. *FIND ATTACHED*

Note:

Email this registration form along with attachments to:

purchasing@davie-fl.gov

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO

1484 MASSARO BLVD

TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

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

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

PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802		CONTACT NAME: Brian Ludwig PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: brian.ludwig@stahlinsurance.com																									
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Illinois Union Insurance Co</td><td>NAIC #</td><td>27960</td></tr><tr><td>INSURER B:</td><td>ACE American Insurance Co</td><td></td><td>22667</td></tr><tr><td>INSURER C:</td><td>Zenith Insurance Company</td><td></td><td>13269</td></tr><tr><td>INSURER D:</td><td>Colony Insurance Co</td><td></td><td>39993</td></tr><tr><td>INSURER E:</td><td>Hamilton Insurance DAC</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	Illinois Union Insurance Co	NAIC #	27960	INSURER B:	ACE American Insurance Co		22667	INSURER C:	Zenith Insurance Company		13269	INSURER D:	Colony Insurance Co		39993	INSURER E:	Hamilton Insurance DAC			INSURER F:			
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INSURER C:	Zenith Insurance Company		13269																								
INSURER D:	Colony Insurance Co		39993																								
INSURER E:	Hamilton Insurance DAC																										
INSURER F:																											

COVERAGES

CERTIFICATE NUMBER: January 23 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Per Project applies by ☒ written contract GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: XCU, Contractual	Y	G24092975014	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED PD		H08450377014	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		G24092987014 / EXO4266669	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	Z066828619	01/01/2023	01/01/2024
A	Pollution Liability (\$5 Ded) Professional Liability (\$25k Ded)		G24092975014	10/01/2022	10/01/2023	Each Poll Condition Agg 1,000,000 Ea Prof Occurrence Agg 1,000,000 Retro Date 10/1/2009

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

Insurer E: Hamilton Insurance DAC - Policy #ENVXSHI279494, Eff 10/1/2022 to 10/1/2023
** Carrier A: Umbrella \$1,000,000, Carrier D: \$3,000,000 Excess Liability and Carrier E: \$1,000,000 Excess, total Umbrella/Excess Liability Limit \$5,000,000
Town of Davie is additional insured on the general liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Davie 6591 Orange Drive Davie FL 33314	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

40 Employees

Receipt Fee

120.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

ACCOUNT NO.

215900

RENEWAL

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME ODYSSEY MANUFACTURING CO
MAILING 1484 MASSARO BOULEVARD
ADDRESS TAMPA, FL 336190000

2022 - 2023

Paid 21-0-494501

07/10/2022 160.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.000004 CONTRACTOR

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CGC1516698

ACCOUNT NO.

66971

RENEWAL

BUSINESS COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME COGDILL MICHAEL J
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501

07/10/2022 58.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

2022 - 2023 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2023

OCC. CODE

090.020001 PLUMBING CONTRACTOR

1 Employees

Receipt Fee

18.00

Hazardous Waste Surcharge

40.00

Law Library Fee

0.00

CFC057182

ACCOUNT NO.

66972

RENEWAL

BUSINESS WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

NAME WING DAVID ALBERT
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

2022 - 2023

Paid 21-0-494501

07/10/2022 58.00

BUSINESS TAX RECEIPT

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

State of Florida

Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

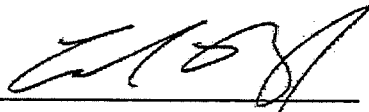
The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 13, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of April, 2023*




Secretary of State

Tracking Number: 2479639163CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

ODYSSEY MANUFACTURING CO.

Filing Information

Document Number F98000003732

FEI/EIN Number 65-0846345

Date Filed 06/30/1998

State DE

Status ACTIVE

Principal Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Mailing Address

1484 MASSARO BLVD
TAMPA, FL 33619

Changed: 01/20/2000

Registered Agent Name & Address

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Officer/Director Detail

Name & Address

Title V/S

SIDELKO, STEPHEN W
2910 LUCKIE ROAD
WESTON, FL 33331

Title P

RAKES, MARVIN T
4515 BLUE MARLIN DRIVE
BRADENTON, FL 34208

Annual Reports

Report Year	Filed Date
2021	02/19/2021
2022	02/02/2022
2023	03/13/2023

Document Images

<u>03/13/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/02/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/19/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/17/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/01/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/10/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/23/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/03/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/20/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/17/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/31/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/05/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/14/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/02/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/04/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/02/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/05/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/05/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/23/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/20/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/17/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/30/1998 -- Foreign Profit</u>	View image in PDF format

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Odyssey Manufacturing Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1484 Massaro Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Tampa, FL 33619

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

65 - 0846345

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 06/12/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

eBid Response Submission Confirmation

eBid Response Details

[View History](#)

Agency Name	Town of Davie
Bid Number	RFP-RFP# JA-23-59-0-2023/JA
Bid Name	RFP# JA-23-59 Chemical System Maintenance and Repair Services
Bid Due Date	06/20/2023 2:00 PM Eastern
Response Submitted On	06/19/2023 3:14 PM Eastern
Countdown to Bid Due Date	22 hours, 48 minutes, 09 seconds remaining
State	Florida
Status	Complete

Contact Information

Company Name	Odyssey Manufacturing Co
Address 1	1484 Massaro Blvd
Address 2	
City	Tampa
State	Florida
Postal Code	33619
Response Number	51379
Phone Number	813-635-0339
Country	United States of America
Bid Amount	0
Alternate Bid Amount	
Notes	

Agency Required Documents

- ✓ [Complete Bid Package w/ required forms\(Electronic/Online\)](#)

RFP# JA-23-59 Chemical System Maintenance and Repair Services

TOWN OF DAVIE
RFP NO. JA-23-59
REQUEST FOR PROPOSALS
Chemical System Maintenance and Repair Services



Dear Potential Proposer:

The Town of Davie, Florida invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST on TUESDAY, JUNE 20, 2023**, for RFP NO. JA-23-59 Chemical System Maintenance and Repair Services. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

Pursuant to Town Code Section No. 2-320 and section 1.51 of the terms and conditions, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.

A Mandatory Pre-Proposal Conference will be held on MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on JUNE 9, 2023. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Procurement website and DemandStar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit all proposal documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Under "Bid Amount," enter "0". All calculations and review of responses will be conducted through administrative review and a review committee meeting to be scheduled later. Only proposer names will be read into the record. The Town will maintain documentation on its own website at www.davie-fl.gov/411/Procurement for general public information and posting requirements. Late submissions shall not be accepted.

RFP responses will be publicly opened and firm names read aloud in the Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above.

Members of the public may still attend virtually by phone or online. Please see below for virtual meeting information:

Meeting Information

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=mae828ba106e68ed480b3e607e1754d8e>

Meeting number: 2336 541 0470

Password: CprpZzst327

More ways to join

Join by phone

+1-408-418-9388 United States Toll

Access code: 233 654 10470

The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

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SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the

agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the

Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at <https://www.davie-fl.gov/list.aspx>.

1.3 LOCAL PREFERENCE

(a) Definitions.

Local Davie Vendor. A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie

and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible. Local Broward County Vendor. A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid. A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsible and responsive bidder

Proposal. A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

(b) Process.

(1) Competitive bid. For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County

vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

(c) Competitive proposal. For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

(d) Exceptions.

- (1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
- (2) Utilization of a state or other agency contract.
- (3) State or Federal law prohibits the use of local preference.
- (4) The work is funded in whole or in part by a governmental entity where the laws, rules,

regulations or policies prohibit the use of local preferences.

- (5) Sole source or single source purchases.
- (6) The "local vendor" is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bidders shall submit all bid documents

electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.

- B. The Town will maintain documentation on its own website at <https://www.davie-fl.gov/411/Procurement> for general public information and posting requirements.
- C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at <https://www.davie-fl.gov/411/Procurement>.

1.8 ADDENDA

The Procurement Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as

liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall

NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:

Project Manager
Town of Davie
Attention: Renuka Mohammed
Utilities Director
Phone: 954-327-3768
Email: rmohammed@davie-fl.gov

To the Procurement Division:

Brian O'Connor, C.P.M., Procurement Manager
Procurement Division
8800 SW 36th Street
Davie, FL 33328
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called

upon, and so on.

- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.
- F. In the event that the awarded vendor (s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor (s).

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

(a) Applicability. This section shall apply to protests by bidders and proposers regarding claims made by contractors participating in a Town contract or bidding process and shall only apply to protests by bidders or offerors when the Town Procurement Division posts a Notice of Intent to Award in regards to a purchase in excess of the Town's formal competitive threshold as established in section 2-321(a) "Methods of Source Selection", "General" of this Code.

- (1) Protests; right to protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within seventy-two (72) hours excluding holidays and weekends after such aggrieved person knows or should have known of the facts giving rise thereto or the posting of the Town's notice of intent to award on the Town's website.
- (2) Contract claims. All claims by a contractor against the Town relating to a contract shall be submitted in writing to the Procurement Manager. The contractor may request a conference with the Procurement Manager on a submitted claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (3) Service of a protest. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest.

(b) Authority to resolve protests and contract claims.

- (1) Protests. The Procurement Manager, after consulting with the Town Attorney, shall have the authority consistent with this Code to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (2) Contract claims. The Procurement Manager, after consulting with the Town Attorney, shall have the authority to resolve contract claims, subject to the approval of the Town Administrator or Town Council, as applicable, regarding any settlement that will result in a change order or contract modification.

(c) Decision. If a protest brought pursuant to subsection (a) of this section is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing to the protesting party upholding or denying the protest or staying the award process for further investigation. A copy of the decision shall be mailed or otherwise furnished to the protestant or claimant and any other party intervening. The decision shall state the reasons for the action taken.

- (d) Finality of decision. A decision under subsection (c) of this section shall be final unless within three (3) business days from the date of receipt of the decision, the protestant or claimant files a written appeal with the Town Administrator.
- (e) Authority of the Town Administrator. The Town Administrator shall have the jurisdiction to review and determine any appeal by an aggrieved party from a determination by the Procurement Manager regarding a protest or contract claim. Such decision shall be final and conclusive.
- (f) Protest limitations:
 - (1) A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
 - (2) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
 - (3) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (g) Protest bond required. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the Town of Davie, in an amount equal to five (5) percent of the total bid or estimated contract amount, or ten thousand dollars (\$10,000.00), whichever is less. In the case of unit cost contracts, discount or percentage-based contracts the full ten thousand dollars (\$10,000) shall be provided. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. An irrevocable letter of credit or other form of approved security, payable to the Town, will be accepted. Failure to submit a bond simultaneously with the formal written protest shall invalidate the protest and the Town may proceed to award the contract as if the protest had never been filed.
- (h) Consideration of timely protests. The Town's consideration of a timely written protest shall not necessarily stay the award process, as may be in the best interest of the Town. The Procurement Manager, through the Town Administrator, may recommend to proceed with the award if there is a necessity or emergency that will cause loss to the Town if not awarded immediately.
- (i) Timely submittal of protest or appeal required. Failure of a party to submit timely a written protest to the Procurement Manager within the time provided in this section shall constitute a waiver of such party's right to protest pursuant to this section.
- (j) Costs. Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

1.21 AGREEMENT

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors signature on the bid page and the signed award document by the Town shall constitute a binding agreement.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town. The Town shall have the ability to assign or transfer this agreement in the event the Town of Davie Utilities Department is acquired by another entity. The Town shall provide notice to the successful Bidder.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to

secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the

Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 the applicable Florida Statutes.
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 the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

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 954-797-1000, [Evelyn Roig@Davie-FL.gov](mailto:Evelyn.Roig@Davie-FL.gov), 8800 SW 36th Street, Davie, FL 33328.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and

absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the

contractor and return product at bidder's expense.

for each substance as a condition of the award of the bid by the Town.

1.46 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.47 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.48 PUBLIC ENTITY CRIMES

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.49 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) 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 Town.

1.44 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.45 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS)

1.50 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.51 CONE OF SILENCE

(a) Prohibited communication. Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and

(2) Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.

(b) Effective dates. A cone of silence shall begin and shall end for competitive solicitations as follows:

(1) A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.

(2) The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.

(c) Notice. When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.

(d) Permitted communication.

(1) The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.

(2) Nothing contained in this section shall prohibit any person or entity subject to this section from:

a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.

b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.

c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.

d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.

e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.

f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.

(3) The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.

(e) Violations. Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.

(f) Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.

(g) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or

human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

1.52 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.53 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.54 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Procurement Division's "Procurement" page, which can be

found at: <https://www.davie-fl.gov/411/Procurement>.

1.55 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.56 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.57 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.58 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.60 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.61 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.62 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory

performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations

that are applicable to the performance of the Agreement.

1.63 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.64 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager.

In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor.

Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.65 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its

subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.69 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the

subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no

representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by

the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
 3. Cancel orders;
 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the

Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

1.73 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as

required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for

procurement of Services, including procurement and administrative costs; and,

- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.75 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible

for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis,

telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.77 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without

the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.78 ETHICS

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding

activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.80 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of

this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.81 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.84 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.85 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.87 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.88 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.89 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if

increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.90 EQUITABLE ADJUSTMENT

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Procurement Manager, Town Administrator or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

1.91 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.92 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.93 E-VERIFY

Vendor/Consultant/Contractor 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 Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractor s) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor 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 with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as

amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

1.94 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.95 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.96 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any

amendments thereto, to any areas annexed into the Town.

1.97 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.98 LITIGATION

The Town of Davie reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the Town of Davie.

1.99 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.100 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.101 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All

applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or tblack@coastalwasteinc.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.102 SUSPENSION AND DEBARMENT

(a) Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement

Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.

(b) Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.

(c) Causes for debarment or suspension. The causes for debarment or suspension include the following:

(1) Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:

a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;

b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;

d. If a party made material misrepresentations in response to or related to a solicitation;

e. If a party is debarred by another governmental entity;

f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or

g. Violation of the ethical standards set forth in section 2-330.

h. Violation of requirements in Section 2-320 – Code of Silence.

(d) Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.

(e) Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

(f) Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.

(g) Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

1.103 EMPLOYEE BACKGROUND VERIFICATION

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.104 PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting

firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

1.105 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

Insurance Checklist			
Insurance Type #	Required	Non-Applicable	<u>Insurance Types</u>
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability
4		√	Builders Risk
5		√	Pollution Liability
6		√	Professional Liability including Errors and Omissions
7		√	Cyber Liability
8		√	Liquor Liability
9		√	Garage Keepers/Garage Liability
10		√	Other Insurance

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
6. Professional Liability Insurance including Errors and Omissions with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.
7. Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**
9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

- B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, proposers shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this bid.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT

A Mandatory Pre-Proposal Conference will be held on MONDAY, JUNE 5TH, 2023 AT 1:30 PM EST, in the second floor Multipurpose Room of the Utilities Department, 7351 SW 30 St, Davie, FL 33314. A site visit will immediately follow. In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference and site visit.

The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

There will be two sites visited after the pre-proposal conference. Vendors will be required to initial at the beginning of the visit at the first location and initial at the end of the visit at the last location, to ensure that everyone is safe and accounted for.

Site 1 - 7351 SW 30 St, Davie, FL 33314

Site 2 - 3500 NW 76 Ave, Hollywood FL 33024

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

3.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	05/26/2023
Mandatory Pre-Proposal Conference	06/05/2023
Last Date Receipt of RFIs (by 5:00 pm EST)	06/09/2023
Bids Due (2:00 pm EST)	06/20/2023

3.5 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

1. Process

The selection process shall be as follows:

- A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.
- B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).
- C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.
- D. If firms are asked to come in for oral presentations and/or interviews:
 - i. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.
 - ii. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria in item "2" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval.
- E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.
- F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract, if applicable.

2. Evaluation Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

- Best Overall Approach to the Scope of Services
- Firm Qualifications & Experience
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Price Proposal
- Local Preference

3.6 COMPETENCY OF PROPOSERS

This signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the proposer or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

3.7 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.8 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.9 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.10 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Utilities Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.12 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service.

3.13 INSPECTIONS

The Contractor and the Town of Davie's representative may meet once a job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

3.14 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.15 CONTRACT EXTENSION

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) 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 Town.

3.16 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the top ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

3.17 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to

RFP# JA-23-59 Chemical System Maintenance and Repair Services

the proposer whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION

SECTION 4.0 CONTENT OF PROPOSAL

Proposals should include but not be limited to the following information:
Proposals should be submitted following the order outlined below.

- ✓1. Title Page- shall show the RFP's subject, title and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.
- ✓2. Table of Contents - shall provide listing of all major topics, their associated section number, and starting page.
- ✓3. Firm Qualifications and Experience
 - i. ✓Overview of firm - include the location of the office to perform the work and explain the purpose of the firm.
 - ii. ✓Individuals and Qualifications - identify and include qualifications of specific individuals to be assigned to the project. Resumes shall be submitted for each person.
 - iii. ✓Subcontractors -list any sub-contractors that may be used to accomplish this service.
 - iv. ✓Insurance Certifications -provide a copy of Certificates of Insurance evidencing coverage per Town's request.
 - v. ✓Similar Projects- To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway. Please use the Client Reference Form attached to provide such information. NOTE: Please do not include projects completed or currently underway with the Town.
- ✓4. Staff Qualifications and Experience
 - i. ✓Provide an organizational chart that includes identification of the project manager and individuals that will perform on-site work for this project.
 - ii. ✓List qualifications of each employee that will be assigned to this contract. Qualifications can be submitted in the form of a resume.
 - iii. ✓Identify point of contact for this contract.
- ✓5. Project Approach- State your firm's technical approach to the project and the interpretation of the scope of services. Define the adequacy of resources, including personnel, labor, equipment and supply resources.
- ✓6. Price Schedule - Complete and submit Price Proposal Form. The Town reserves the right to negotiate the pricing.
- ✓7. All required Town Forms.

It is the Proposer's responsibility to clearly identify and to describe the project approach in response to this RFP. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the Town's evaluation process.

RFP# JA-23-59 Chemical System Maintenance and Repair Services

Proposals should be prepared simply and economically, providing a straight forward, organized, and concise description of the Proposer's ability to meet the requirements of the RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

END OF SECTION

SECTION 5.0 SCOPE OF SERVICES

4.1 SCOPE OF SERVICES

The Contractor/s shall provide maintenance and repair work for chemical systems at the Town of Davie's two (2) water treatment facilities, one (1) wastewater treatment facility, one (1) reuse treatment facility and any associated offsite chemical systems in the distribution and collections systems. All work shall include labor, materials, equipment, temporary equipment, documentation, minor permitting, training and startup services.

4.2 EQUIPMENT TO BE SERVICED

The following are types of equipment that are located throughout all of the Town of Davie's water/wastewater treatment facilities and that the Contractor will be expected to repair and/or replace.

- Chemical metering skids and accessories
- Chemical metering pumps and pump controls
- Chemical storage tanks and associated piping
- Chemical injection piping from storage tanks to chemical metering pumps
- Chemical injection piping from chemical metering pumps to injection points
- Chemical Injection point flow meters
- Compound loop controllers and associated wiring
- Ultrasonic level sensors and associated wiring
- Chlorine, pH and fluoride analyzers and associated piping and wiring
- Temporary equipment supply
- Safety showers/eyewash

4.3 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for providing the following services;

- Testing of chemical systems
- Installation of chemical system equipment including piping, electrical, and instrumentation
- Minor permitting through the applicable regulatory agencies
- Small building installation
- Concrete pad installation
- Emergency spill response, including clean-up and proper disposal
- Documentation of work including Operation and Maintenance (O&M) manuals and record drawings
- Equipment startup services
- Setup and lease of temporary equipment
- Removal of all debris related to set up, repair, maintenance, etc.

- All applicable industry safety standards (OSHA, AWWA, NSF, etc)
- Other services and construction as required supporting the operations and maintenance of the Town of Davie's water, wastewater and reuse facilities chemical systems

4.4 CHEMICAL SYSTEMS

The Town of Davie currently has in place systems for the following chemicals:

- | | |
|-----------------------------------|-----------------------------|
| • Anti-scalent | • Lime |
| • Sulfuric acid | • Sodium hypochlorite |
| • Sodium hydroxide (caustic soda) | • Carbon dioxide |
| • Hydrofluosilicic acid | • Ammonia, Ammonium Sulfate |
| • Corrosion Inhibitor | • Polymer |
| • Odor Control | • Brine |

4.5 HOURLY RATES FOR MAINTENANCE

Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:00a.m. to 5:00p.m.

After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays

The Town honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day and New Year's Eve.

Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after hours services and holidays, 5:00p.m. or later and weekends. The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the Town issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

Emergency service and after hours service must be authorized in writing by a Town representative.

The Town shall accept no proposal with a minimum charge stipulation.

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site as determined by the Town. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to Town but is overhead and all costs shall be included in the fixed hourly rates.

4.6 RESPONSE TIME

Any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the Town on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the Town in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the Town for any Contract or financial obligation.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.
2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the Town to determine if the situation is an emergency or not.

4.7 POINT OF CONTACT

The Contractor shall provide to the Town a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

4.8 ALL REPAIRS

All repairs shall be pre-approved on a verbal basis by the designated Town representative and a Purchase Order shall follow once the Contractor submits a written quote including a "Cut Sheet" if any pump, chemical injection unit and other components is to replace by a different type/style.

The Contractor shall make approved repairs at the hourly rates cost of materials plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased as a result of a repair.

- All materials to be used on the job, including, but not limited to, mounting hardware, pipe schedules, uni-strut and conduit type, etc. must be submitted and approved in the job quote.
- Town of Davie reserves the right to pre-select the type of materials to be used on any job.
- The Town shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized Town representative.

Additional Services Provided by the usage of a rental equipment shall be considered the same as material plus markup. Invoices of rental equipment must be provided in order to receive payment. For all repairs, the Town reserves the right to utilize the Town's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this contract.

4.9 STAFFING REQUIREMENTS

1. At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time of the Contractor submits their proposal.

4.10 BRAND NAME OR APPROVED EQUAL REQUIREMENTS

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the Town's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The Town shall not accept any other equipment manufacturers unless prior approval is obtained from a Town representative. The Contractor shall be responsible for providing all equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

4.11 WARRANTY

The products proposed shall have a minimum of a two (2) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to their service department if necessary in order to accomplish the repairs and deliver the equipment back to the Town.

The Contractor shall have a warranty repair facility within a 100 mile radius of the Town. The Contractor shall satisfy the Town that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

4.12 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

4.13 PARTS

The Contractor shall keep an ample inventory of high use parts to ensure parts availability.

4.14 METHOD OF PAYMENT

Invoices for payment may be sent via mail to:

Town of Davie Utilities Department
ATT: Accounts Payable
7351 SW 30 St
Davie, FL 33314

Invoices for payment may be sent via email to: Utilitiesbilling@davie-fl.gov

The Contractor shall submit invoices upon acceptance by the Town. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contactor's address and phone number
- The Town's Purchase Order number, Contract number
- Date of service
- Itemized description and pricing for materials
- Invoice from supplier for all purchased materials (as applicable)
- Number of employees that worked
- Number of hours worked by each employee
- Title of the employee
- Hourly rate times the number of hours worked

The Town will endeavor to make a payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the Town.

END OF SECTION

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or procurement@davie-fl.gov:

1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.
- e. Other:

2. Additional remarks:

SAMPLE AGREEMENT ONLY

AGREEMENT No. _____
BETWEEN THE TOWN OF DAVIE
AND
FIRM'S NAME

THIS AGREEMENT is made and entered into as of this _____ day of _____, 202X by and between Firm Name Here a corporation organized and existing under the laws of the State of _____, with offices at Complete Address Here (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36th Street, Davie, FL 33328 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the Request for Proposals/Qualifications ("RFP")/("RFQ") No. _____ Complete Title Here, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated type their proposal date here, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms and conditions of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in Agreement No. _____ unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 202X.

SAMPLE AGREEMENT ONLY

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

Next



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206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State

County

Select State

Select County

- ☐ City of Metropolis – Board of Commissioners
- ☐ City of Metropolis Purchasing
- ☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY**
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



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206.940.0305

Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

Dashboard

Bids

Quotes

Activities

Messages

Responses

Sort By

Due Date

Bids

TSEBIDWHD24JAN01

City of Fort Pierce - Purchasing Department, Fort Pierce, FL

ID: 000-TSEBIDWHD24JAN01-0

Broadcast: 1/14/2020

Due: 3/1/2020

Planholders: 3

Watch

Active

AA-BB-CC-DD-EE

agencys20160301

ID: 1100-001-0946-00-0-2020/AD

Broadcast: 2/4/2020

Due: 2/29/2020

Planholders: 0

Watch

Active

TESTBID

agencys20160301

ID: 1100-001-0946-00-0-2020/AD

Broadcast: 2/4/2020

Due: 2/29/2020

Planholders: 0

Watch

Active

Step 2

- Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations
- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

TEST BID

Agency Name

Agency ID

Bid ID

Bid Type

Product Code

Product Year

Product Code

Agency Name

Agency ID

Bid ID

Bid Type

Product Code

Product Year

Product Code

Scope of Work

Scope of Work

Scope of Work

Documents

Documents

Documents

Distribution Info

Distribution Info

Distribution Info

Publications

Publications

Publications

Pre-Bid Conference

Pre-Bid Conference

Pre-Bid Conference

Commodity Code

Commodity Code

Commodity Code

Submit E-Bid Proposal

Submit E-Bid Proposal

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

DEMANDSTAR Home > Bid > E-Bid Progress Dashboard E-Bid Quotes Agency Messages Responses Help Logout

Bid Details

Agency Name	991111210
Bid Number	11011111111111111111
Bid Due Date	01/27/2011 09:15
Bid Opening	21111111111111111111 Bidding
Bid Name	11111111

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name	Calgon Carbon Corporation
Address 1	P.O. Box 711
Address 2	01111111
City	Pittsboro
Country	United States of America
State/Province	North Carolina
Postal Code	27425-9111
Phone Number	4121111111
Extension	11111111
Alternate Bid Amount	11111111
Alternate Bid Amount	11111111
Notes	For the full length contract

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add "Supplemental", i.e. non-required, documents.

DEMANDSTAR Home > Bids > BIDDING > My Bid Response

Dashboard Bids Quotes Activities Messages Responses **My Bid Response**

Bid Details

Agency Name	Agency
Bid Number	EDH-1234567890123456
Bid Due Date	02/20/2016 09:00 AM
Bid Opening	02/20/2016 09:00 AM
Bid Name	IT-51600

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

The following documents are required by the agency for this project. Please refer to the documents (if you've been submitting documents online) and which ones you will submit directly to the agency (offline).

Required Documents

Agency Accepted File Formats	Required Document	Submission Option	Uploaded Document
Adobe Acrobat (.pdf)	Security Risk Assessment	None	Choose File
Adobe Portable Document Format (.pdf)			
Microsoft Word (.doc)			
Microsoft Word (.docx)			
Microsoft Excel (.xls)			
Microsoft Excel (.xlsx)			
PowerPoint (.ppt)			
PowerPoint (.pptx)			
Rich Text Format (.rtf)			
WordPerfect (.wpd)			

Supplemental Documents

You can upload additional documents here.

Document Title
Document File

Previous **Next**

Add Document

Step 4 continued

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name

Bid Number

Bid Due Date

Bid Opening

Bid Name

437-522-6

18-00-000000-0000000

11/15/2017

11/15/2017

18-00-000000-0000000

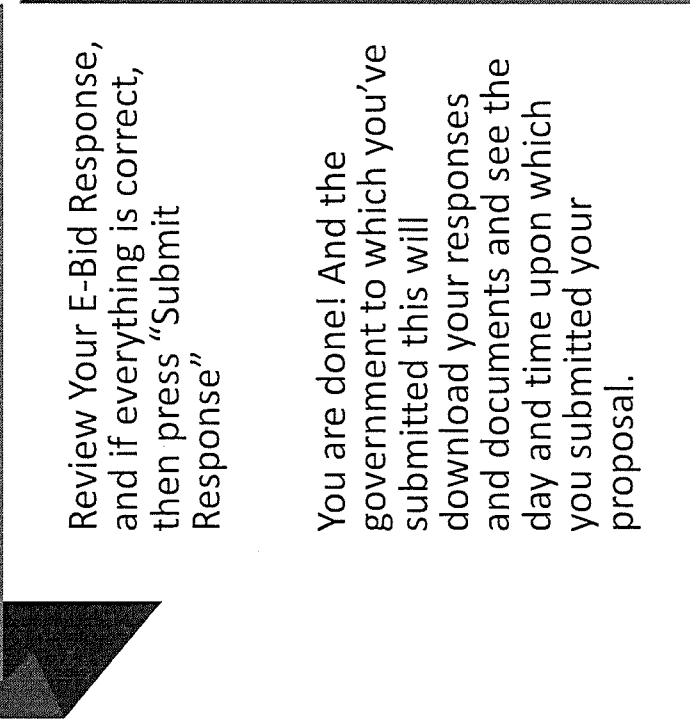
E-Bid Progress

Current Information

Enclosed Bid

Received

Step 5



Conference Call/Online Meeting Instructions

Webex Event Instructions Link:

https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links

(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

VENDOR REQUIREMENTS GUIDE

The purpose of this section is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

- a. You must reference the contract number that is being utilized to develop the quote.
- b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- d. If you are quoting prices based on a cost-plus contract, please show your $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- e. If you are quoting prices based on a discount off list, please show $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- g. If permits are applicable, please be sure to include those costs on your quote.
- h. Please verify if freight is allowed, or not, before submitting your quote.
- i. Is installation applicable to the contract, or not? If not, please be sure to notate.
- j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- k. Please ensure all pricing is loaded into your information system.

**All Invoices To The Town MUST Include The Following Information
Or It WILL Be Rejected.**

- a. Must include a PO# when a purchase order has been provided.
- b. Must include a non-repetitive invoice number.
- c. Must show contract pricing, if applicable to a contract.
- d. No freight charges shall be included unless the contract provides for freight terms.
- e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.





February 4, 2025

OJ Kurk - Wastewater Superintendent
City of Zephyrhills
39825 Alston Ave.
Zephyrhills, FL 33542

John Bostic - Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: CHEMICAL SYSTEMS MAINTENANCE CONTRACT - OFFER TO PIGGYBACK (City of Zephyrhills)

Dear OJ & John,

The Town of Davie awarded a solicitation of proposals for a new contract for chemical system installation, maintenance, and repair work to Odyssey Manufacturing Co. (Odyssey) in 2023. As such, **Odyssey hereby permits the City of Zephyrhills to piggyback the Town of Davie's RFP-JA-23-59 - Chemical System Maintenance and Repair Services.** This agreement went effective October 18, 2023, and expires on October 17, 2026. The contract has two additional one-year renewals. I have attached a copy of the board resolution, award letter, RFP evaluation documents, Odyssey's proposal and the original solicitation (see Enclosure (1)). Brian O'Connor is the point of contact with Town of Davie Procurement (954-797-1016), if you wish to reach out.

The benefit of piggybacking this chemical system work and maintenance repair contract is the ability for the city to have locked in service/labor rates, not having to take every project out for an RFP or bid (if allowed by your municipality), and not having to get two/three/four quotes for simple maintenance/repair work or equipment purchases (if allowed by your municipality) when needed. Other benefits for include ...

- Chemical system service work can be performed in a timely manner
- Proper equipment and instrumentation installations for each specific plant's needs (including Odor control systems if needed at WWTP or lift stations in the future)
- Purchasing of spare parts - Our plant(s) stock for scheduled or emergency repairs
- A method is in-place to handle chemical system service emergencies at reasonable renegotiated rates
- Numerous man-hours are eliminated soliciting proposals using pre-negotiated rates and fees
- Provides a mechanism to perform minor engineering and permitting services
- One supplier performing all chemical system work ensures standardization and proper working equipment

As you may know, Odyssey is a licensed plumbing and general contractor who specializes in chemical system design, permitting, installation and service work. We have installed over 4,000 chemical systems in Florida and done equipment installation and maintenance services for most of the utilities in Florida. We are the only licensed contractor in Florida who specializes in this type of work. We also provide 24/7 response and support since our plant is manned 24/7 365 days a year. Thank you for your consideration. Please do not hesitate to contact us if I can be of further assistance.

Sincerely,


Jackson Reeves
Sales Manager

O: (813) 635-0339

C: (813) 508-8767

jreeves@odysseymanufacturing.com

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



QUOTE

From: Jackson Reeves
To: OJ Kurk – Wastewater Superintendent
Location: City of Zephyrhills WWTP – 39825 Alston Ave. Zephyrhills, FL
Subject: Replacement of Sodium Hypochlorite (Bleach) Storage Tanks & Skid
Date: February 4, 2025

Please find quote below for Odyssey Mfg Co. to do a turnkey project of replacing the bleach tanks and skid at the City of Zephyrhills WWTP.

The overall project plan would be as follows ...

1. Remove existing storage tanks and replace them with two like-for-like Poly Process D/W 3,150-gallon tanks.
2. Remove existing skid-on-the-wall design and install a new Blue Planet Environmental Systems (BPES) triplex skid with three KECO Ragazzinni S10 peristaltic model pumps.

The installation of the tanks and skid will take a few days, but we can plan to keep you up and running with a temp system, if you cannot be down for that amount of time. This can be coordinated closer to the actual project date. The installation plan would be as follows ...

1. Tanks

- a. **Transfer Bleach & Remove Tank(s)** – transfer remaining bleach into the other storage tank and remove the empty tank (*we will coordinate the install when the levels in both tanks are low can a minimal amount of transfer is needed*).
- b. **Install New Tank(s)** – install a new tank in its place and start plumbing take into system (*once a valve is placed on the new tank, we will start transferring bleach into this tank to then repeat steps a & b for the second tank*).
- c. **Replumb/Reconnect Piping/Plumbing** – Replumb fill lines, suction/supply lines, vents, sight glasses
- d. **Check for leaks and Clean-Up**

2. Skid

- a. **Demo/Remove old pumps and wall-on-the-shelf piping**
- b. **Place and Install New Skid**
 - i. *The plan is to use existing HOA panels for each pump on the new skid (this is the most efficient and effective way to install the new pump skid since the electrical for each pump runs from each dedicated HOA panel to the main control panel)*
 - ii. *Electrical will be hooked from power to run the pumps as well as from the pumps, on the skid, to their dedicated HOA panel. The electrical from the HOA's to the main control panel will not be touched as this is all run under the ground in the dedicated conduit already there*
- c. **Check to make sure pumps are running correctly and for any leaks, then Clean-Up.**

The details of the installation are below...

Tanks

- **(2) Poly Processing D/W 3,150-GAL Tanks** (122"D X 91"H) – 1.9 SG, 2" SCH80 PVC B.O.S.S. Bottom Fitting
- **2" PVC SCH80 Fill Lines** – Replumb for each tank (*hard pipe fill line*)
- **2" PVC SCH80 Suction Lines** – 2" Fitting, to 2" valve (*will attach existing actuator onto valve*), to flex hose with a union, then plumb in new 2" hard pipe main suction/discharge line running to skid
- **Vents** – New 3" U-Vent on each tank
- **Sight Glasses** – New ½" clear sight glass on each tank
- **Proper Stickers and Placards** (1791 UN Label, NFPA) – on each tank
- **Remove & Dispose of Old Tanks**

Skid

- **(1) BPES Triplex (3 Pump) Skid with KECO Ragazinni S10 Peristaltic Pumps** (Open Design)
- 1/2" SCH80 PVC/Viton Piping with Instrumentation (Cal Column, Pressure Guage, BPV, PRV, Y-Strainer)
- Skid Mounted NEMA 4X FRP Terminal Box (for 460V 3P power from existing control panel)
- 3 Spare Pump Hoses
- New Stack Vents (run back to tanks)

CITY OF ZEPHYRHILLS WWTP (NEW BLEACH TANKS)			
QUANTITY	DISCRIPTION	UNIT COST	COST
2	Poly Processing D/W 3,150-GAL Tank ¹ SG 1.9 2" B.O.S.S. Fitting	\$ 22,889.00	\$ 45,778.00
2	Tank PVC Fittings & Pipe - Suction Line, Fill Line, Level Sensor, Vent	\$ 2,450.00	\$ 4,900.00
1	BPES Triplex Skid (KECO Ragazinni S10 Pumps)	\$ 47,979.00	\$ 47,979.00
1	Lot SCH-80 PVC - 2" Pipe, Valves, Fittings	\$ 2,875.00	\$ 2,875.00
1	Lot SCH-80 PVC - 1/2" Pipe, Valves, Fittings	\$ 800.00	\$ 800.00
1	MISC Parts - Strut, Clamps, Glue, Primer, Stickers	\$ 1,250.00	\$ 1,250.00
1	Lull Rental - 10K	\$ 1,000.00	\$ 1,000.00
2	Tank Disposal Fee	\$ 2,500.00	\$ 5,000.00
60	Technician/Electrician - Labor Rate (by hour)	\$ 125.00	\$ 7,500.00
48	Technician/Electrician Helper - Labor Rate (by hour)	\$ 75.00	\$ 3,600.00
TOTAL			\$ 120,682.00
* PRICES <u>DO NOT</u> INCLUDE TAX, (IF APPLICABLE)			
¹ TANK SIZE - 122"D X 91"H INCLUDES SHIPPING			

Special Notes*

1. All Plumbing: pipe and fittings are SCH80 PVC; all ball valves are SCH-80 PVC Asahi True Union Ball Valves (Viton).
2. Changes to tank installation different from current setup ...
 - a. NO Ladders
 - b. NO Overflow
 - c. Bottom suction fittings do not include the bellow fitting (the dome around the actual fitting)
 - d. Tanks will be natural in color, not black.
3. Since the level transducers and display do not work, the plan would be to not set them back up. The sight glasses on the tanks will be clear so you can read the tank level.

**** If any changes are requested, please advise, so the price can be adjusted for the change.***

Please review and advise if you have any questions. If you would like to proceed, please advise and provide PO. These are special order tanks, so a PO will be required to order.

Thanks,

Jackson Reeves

Sales Manager

Odyssey Manufacturing

This quote is valid for 45 days from the date of this quote. Pricing "may" change after expiration of quote.

BUSINESS ITEMS 2.1

Warnoker Hotels Rezoning

First Reading ORDINANCE NO. 1498-25. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION FROM CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "

Issue:

First reading of a rezoning ordinance of 8.52 acres from R-4 (Multi-family residential) to C-1 (Neighborhood Commercial).

Background:

The subject property, consisting of 8.52 acres, is located on the east side of US HWY 301 and north of Kossik Rd and across from Terrabella. The applicant is seeking a rezoning to develop the land commercially for two hotels. The City conducted a visioning workshop with the Mayor, City Council, Planning Commission and Staff and the outcome will involve a new / proposed future land use category for this planning area. The results from the workshop suggested a new future land use category that will provide for a mixed use land use that includes support of hotels at this location. The Planning Department is working on a draft of the proposed future land use category. The project will also require a conditional use / resolution for the proposed height that will be considered at the next City Council meeting. The upcoming Resolution will include conditions that were discussed at the meetings / workshop and are being worked on with the applicant, staff and the applicant. There was a consensus from the workshop to move forward with the subject rezoning and upcoming conditional use at the Visioning workshop.

Attachment(s):

1. Ordinance 1498-25 Wareco-Pasco I LLC Rezoning (Wire Ranch)(32393093.1)
2. Wire Ranch Proposed Zoning(32153932.1)
3. Business Impact Estimate Ord. No. 1498-25

Fiscal Impact:

NA

Staff Recommendation:

Approval

ORDINANCE NO. 1498-25

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION; CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapter 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the landowner, together with the approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the City Council gave due public notice of hearings on the proposed rezoning as required by the Zephyrhills Land Development Code, as amended and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold a public hearing on the 19th day of November, 2024, to consider the proposed rezoning and has recommended approval; and

WHEREAS, the zoning amendment is consistent with the goals, objectives and policies of the Comprehensive Plan; and

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

SECTION 1: The above Whereas clauses are hereby adopted and incorporated herein;

SECTION 2: The following described lands, lying and being situated in Pasco County, to wit:

Parcel ID No.: 26-25-21-0000-00700-0000

Physical Location: East side of US 301 across from Phelps Road.

Legal Description: NW1/4 OF SW1/4 OF NW1/4 EXC RD OR 7633 PG 188 LESS A PARCEL OF LAND LYING IN THE NW1/4 OF THE SW1/4 OF THE NW1/4 OF SEC 26 TWP 25S RNG 21E BEING DESC AS FOL: COM AT THE NW COR OF THE NW1/4 OF THE SW1/4 OF THE NW1/4 OF SAID SEC 26 RUN TH N89DEG45'59"E 99.86 FT FOR THE POB TH CONT ALG SAID NORTH LINE N89DEG45'59"E 563.07 FT TH S00DEG13'51"W 66 FT TH S89DEG45'59"W 564.57 FT SAID PT BEING A PT ON A NON-TANGENT CV TO THE LEFT RAD 11711.57 FT CHD BEARING & DIST N01DEG31'56"E 66.03 FT TO THE POB

Assessed in Section Assessed in Section 26, Township 25 South, Range 21 East of Pasco County, Florida.

8.52 acres M.O.L

the zoning category is hereby changed from R-4 (High Density Residential) to C1 (Neighborhood Commercial) and is included within the boundaries of the City of Zephyrhills, Florida.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 5: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1498-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of February, 2025.

Attest:

Ricardo Quinones, City Clerk

Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No. 1498-25 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of March, 2025.

Attest:

Ricardo Quinones, City Clerk

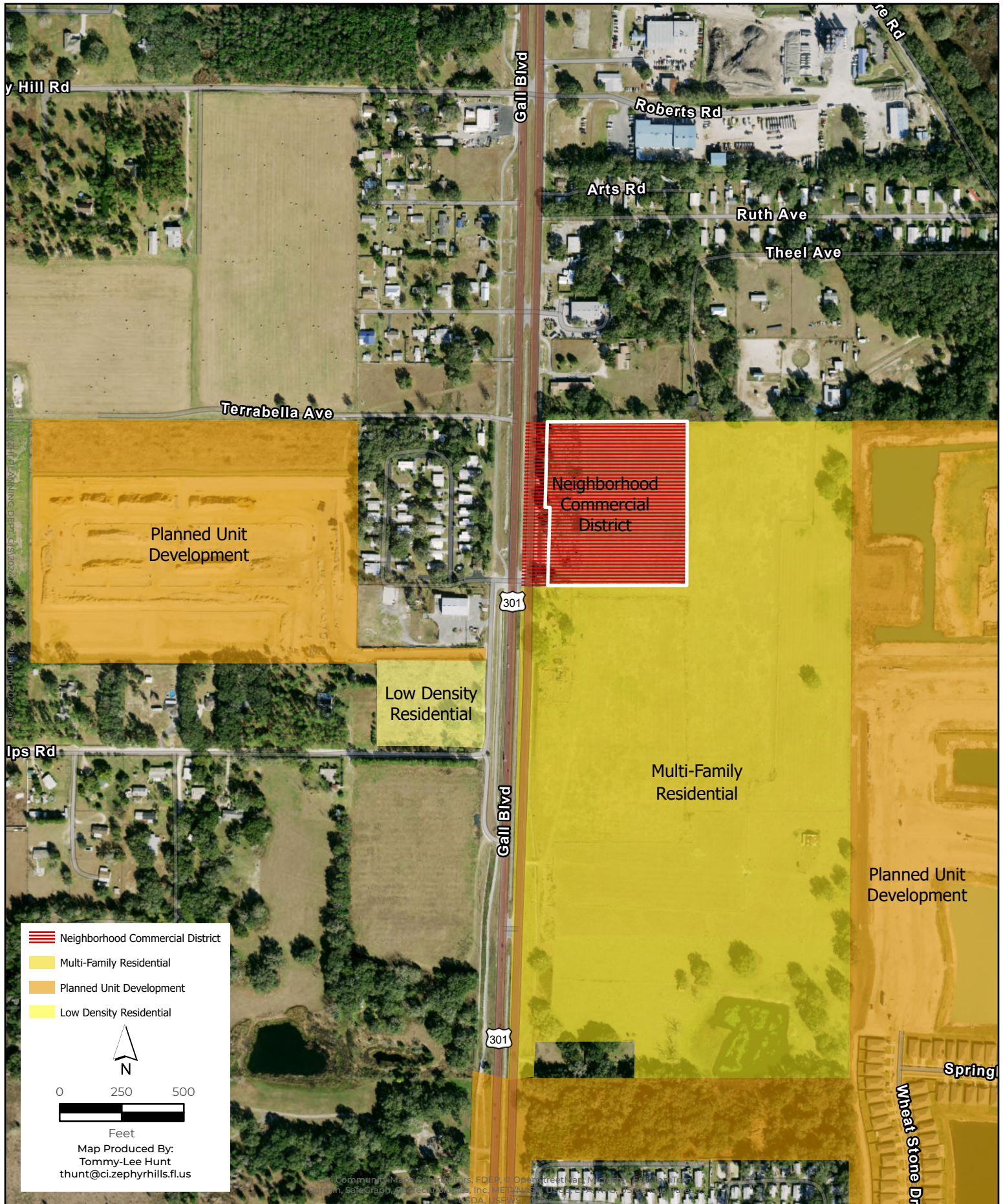
Kenneth M. Burgess, Jr.
Council President

The foregoing Ordinance No: 1498-25 was approved by me this 10th day of March, 2025.

Melonie Bahr Monson, Mayor

Approved as to legal form and content

Matthew E. Maggard, City Attorney





Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Zephyrhills website by the time notice of the proposed ordinance is published.

Proposed ordinance's Ordinance Number and Short Title:

ORDINANCE NO. 1498-25. " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION FROM CHANGING THE ZONING DESIGNATION FROM CITY R-4 (MULTI-FAMILY RESIDENTIAL) TO CITY C-1 (NEIGHBORHOOD COMMERCIAL) FOR APPROXIMATELY 8.52 ACRES OF REAL PROPERTY IDENTIFIED WITH PARCEL ID 26-25-21-0000-00700-0000; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. "

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Zephyrhills (City) is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Zephyrhills hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): Rezoning ordinance to allow the construction of two hotels with restaurant / meeting space.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Zephyrhills, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Zephyrhills regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The subject rezoning ordinance:

- a) Will not result in any direct compliance costs related to this ordinance.
- b) There are no new fees imposed by the proposed ordinance or for which the applicant / businesses will be financially responsible.
- c) The only regulatory fee associated with this ordinance are the related rezoning petition fees. There are no new charges / fees associated with this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Two

4. Additional information the governing body deems useful (if any):

The City of Zephyrhills reviewed the rezoning petition and assessed the economic impact of the current undeveloped land and the proposed commercial development, related fiscal impact, job creation of the proposed hotel development. The property is located in the City's Joint Planning Area that is acceptable for development and services are available.

CITY MANAGER'S REPORT 3.1

Park Safety Plan

Issue:

The mission of the Park Safety Plan will be to ensure the safety and security of all park visitors by implementing proactive policing strategies, fostering community engagement, and enforcing park regulations. We aim to create a safe and enjoyable environment for all through visible patrols, swift response to incidents, and stakeholder collaboration.

Background:

The objective aims to implement a crime prevention strategy using CPTED principles, targeted enforcement, and outreach. Crime Prevention Through Environmental Design (CPTED) is a multidisciplinary approach to crime prevention that uses urban and architectural design and the management of built and natural environments. CPTED strategies are proven to reduce victimization, deter offender decisions that precede criminal acts, and build a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime. CPTED principles are as follows:

1. Territoriality
2. Surveillance
3. Access Control
4. Target Hardening
5. Image and Maintenance
6. Activity Support

A certified CPTED practitioner will initially evaluate all city parks to create a baseline. Then, quarterly audits will be performed to measure effectiveness. Findings will be forwarded to city staff, and crime prevention recommendations will be sent to the crime analyst and included in the bi-weekly report for situational awareness. Targeted enforcement will be an agency-wide initiative focusing on walking a beat in the respected patrol zones. However, our Community Response Team (CRT) will be assigned most mission-oriented tasks. The ZPD Community Response Team (CRT) is a specialized unit focused on building strong relationships between law enforcement and the community while addressing public safety concerns. The team engages in proactive problem-solving, outreach, and collaboration with residents, businesses, and local organizations. CRT officers respond to quality-of-life issues, assist with crisis intervention, and support community events to foster trust and cooperation. Their goal is to enhance public safety through communication, education, and strategic enforcement efforts tailored to community needs. Some of CRT's objectives will be to provide outreach to those who are homeless, in need of medical and mental health care, and substance abuse treatment.

Attachment(s):

None

Fiscal Impact:

Undetermined

Staff Recommendation:

N/A

NOTED ITEMS 4.1

Zephyrhills High School JROTC Service Project

Issue:

Zephyrhills High School JROTC will be at Oakside Cemetery performing a Service-Learning Project from 8:00am - 9:30am.

Background:

Annually, Zephyrhills High School JROTC performs a Service-Learning Project. On February 27, 2025, they will be at Oakside Cemetery to clean Veterans' headstones and conduct a flag burning ceremony.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

N/A