

Resolution No. 3017

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2021 and

terminating on September 30, 2022 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

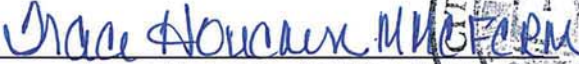
Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 14 day of February, 2022.

Attest:

City Commission of the City of
Sanford



Traci Houchin, MMC, FCRM
City Clerk



Art Woodruff, Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.



William Colbert, City Attorney

REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2021-2022
 Department: PW/UT

Division: UT-Water

1/25/2022

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
451	0000	389	98	00	Reserves	\$ 38,500	38,500	400,000	438,500

TOTAL CHANGES IN REVENUES

\$ 400,000

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change
451	4530	536	34	00		Other Contractual Service	\$ 55,000	55,000	400,000

TOTAL CHANGES IN EXPENDITURES

\$400,000 *CP*

REASON FOR AMENDMENT: UDF

for DIRECTOR APPROVAL: *Walter M. Anderson*

DATE: *1/25/22*

FINANCE APPROVAL: *Cynthia Lindsay*

DATE: *1/26/22*

CITY MANAGER APPROVAL: *[Signature]*

DATE: *2-16-2022*

CITY COMMISSION AGENDA DATE: 2/14/2022

APPROVED *Y*

FOR FINANCE USE

Entry Date: 2/21/2022
 S. Posey

Batch Number: B# 1996


Document #: BA 05-100

Res #: 3017

CCM #: 22-065



CITY COMMISSION MEMORANDUM 22-065
FEBRUARY 14, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission 
PREPARED BY: Mack McKinley, P.E., Water Resources Engineer, Utility Department
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Approval of Procurement for Unidirectional Flushing (UDF) Program Implementation

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval for the procurement of services related to the City's Unidirectional Flushing (UDF) program from Pure Technologies US, Inc., for the Water Division and for Resolution No. 3017 to amend the budget in the amount of \$400,000 is requested.

FISCAL/STAFFING STATEMENT:

The estimated cost of contractual services related to the City's Unidirectional Flushing (UDF) program is \$450,000. Funds in the amount of \$50,000 is budgeted in the 2022 Utilities operational accounts, the remaining funds will be supplied from the Utility Reserves Account.

BACKGROUND:

The City advertised for the contractual services applicable to the City's water distribution system Unidirectional Flushing (UDF) program under IFB #21/22-01, in accordance with the City's Purchasing Policies and Procedures as certified by the City's Purchasing Manager. The City received two bids, the lower bid from Pure Technologies U.S., Inc. in the amount of, \$446,100 was found to be responsive and responsible.

The City of Sanford implemented a UDF program in 2009 and 2014 to improve its potable water distribution system water quality and maintain customer satisfaction. Conventional water main flushing is a routine operation to clean and maintain the water system. Hydrants are opened to flush a volume of water at high velocity to remove accumulated sediment. The UDF program is a Citywide pipeline maintenance project. It is designed with a specific sequence of flushing events, where segments of pipe are isolated by closing off valves and opening hydrants to direct clean water down a single water main at high velocity to scour and remove any sediments from the bottom of the pipe. UDF is a systematic way to achieve greater cleaning throughout the system and use less water than conventional flushing.

In the 3rd quarter of 2020 the City exceeded a Florida Department of Environmental Protection (FDEP) drinking water standard for disinfection by-products (DBPs), specifically Total Trihalomethanes (TTHMs). The cause of elevated DBP levels and general degradation of water quality are organic compounds naturally occurring in ground water and deposits in the distribution pipes that exert a significant chlorine demand. A change in water usage in 2020, due to COVID-19, raised the level of DBPs in some areas in the distribution system due to an increase in water age. Our DBP sampling locations are close to businesses and schools, some of which were closed for months prior to sampling. UDF is a proven approach to remove pipe deposits and improve water quality in the distribution system and reduce the likelihood of a regulatory exceedance of DBPs in the future.

The 2020 DBP exceedance resulted in a short-form Consent Order (CO) from FDEP. In addition to public notification and fines paid, the City committed to “Complete a system-wide UDF cycle in-house, or by procuring bids for an outside contractor to perform the work if it cannot be completed by City staff.” Previous UDF cycles were completed in-house by the Water Distribution system staff; however, due to long-running staffing challenges this has not been possible for several years.

LEGAL REVIEW:

No legal review requested of the City Attorney.

RECOMMENDATION:

It is staff’s recommendation that the City Commission authorize the procurement for services to the related City’s Unidirectional Flushing (UDF) program from Pure Technologies US, Inc., and approve Resolution No. 3017, to amend the budget in the amount of \$400,000.

SUGGESTED MOTION:

"I move to approve the procurement for services related to the City’s Unidirectional Flushing (UDF) program from Pure Technologies US, Inc., in the amount of, \$450,000, and to approve Resolution No. 3017 to amend the budget in the amount of \$400,000."

- Attachments: (1). IFB #21/22-01
(2). Bid Form
(3). Solicitation Minutes and Bid Tab
(4). Arminius Recommendation
(5). Budget Resolution No. 3017
(6). Budget Amendment



City of Sanford | Finance Department | Purchasing Division
300 N. Park Avenue 2nd Floor Suite 236 Sanford, Florida 32771
Phone: 407.688.5028 or 5030 | Fax: 407.688.5021

Solicitation Number
IFB 21/22-01

INVITATION FOR BID (IFB)
ONE (1) TIME PURCHASE

Due Date:
December 79, 2021

TITLE: 2021 UNIDIRECTIONAL FLUSHING PROGRAM

SECTION 00410
BID FORM

PART 1 GENERAL

1.01 Description

The following Bid, for the (1) IFB 21/22-01 2021 UNIDIRECTIONAL FLUSHING PROGRAM, is hereby made to (2) City of Sanford, hereafter called the Owner. This Bid is submitted by (3) _____

(1) Name of Project as shown in the Invitation for Bids (2) Owner (3) Name, address, and telephone number and email address of Bidder

1.02 The Undersigned:

- A. See Addendum Receipt Acknowledgement Certification.
- B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.
- C. Agrees:
 - 1. To hold this Bid open for 60 calendar days after the bid opening date.
 - 2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
 - 3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders and to accomplish the work in accordance with the Contract Documents.
 - 4. To begin work not later than 10 calendar days after the issuance of a Notice to Proceed, unless otherwise provided, and substantially complete the work within 150 calendar days of the date and final completion 30 calendar days later making a total of 180 calendar days of the initial Notice to Proceed.
 - 5. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.



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ONE (1) TIME PURCHASE

Due Date:
December 29, 2021

TITLE: 2021 UNIDIRECTIONAL FLUSHING PROGRAM

- D. Certifies that by affixing its signature below, neither the bidder nor the principals of the bidding entity are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with any federal, state or local department or agency. The City reserves the right to reject any bid from a debarred or suspended bidder and/or from an entity whose principals are so debarred or suspended.

1.03 Bid Schedule

The Bidder hereby agrees to perform all work as required by the Contract Documents for the following Lump Sum Bid Price inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

The Bid shall be awarded based on the lowest qualified Total Combined Amount of the Total Lump Sum Price and Total Unit Items Price stated below.

A. The bid:

Sum of: Four hundred thirty six thousand four hundred and seventy five dollars
(written words)



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Due Date:
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TITLE: 2021 UNIDIRECTIONAL FLUSHING PROGRAM

Bid Price Schedule and Acceptance of Bid Terms and Conditions

LUMP SUM ITEMS				
Item	Description	Unit Price	Unit	Total Cost
A.1	Unidirectional Flushing Program Zone Flushing Activities (All zones)	\$ LS 378,300.00	1	\$ 378,300.00
A.2	Final Report & GIS Files*	\$ LS 40,000.00	1	\$ 40,000.00
*Must be 10% or more of the Total Bid Amount				
TOTAL LUMP SUM PRICE				\$ 418,300.00
UNIT PRICE ITEMS**				
Item	Description	Unit Price	Unit*	Total Cost
B.1	2-Person Repair Crew	\$ Hour 175.00	40	\$ 7,000.00
B.2	3-Person Repair Crew	\$ Hour 275.00	40	\$ 1,375.00
C.	De-Mobilize and Re-Mobilize Per Sequence	\$ EA 245.00	5	\$ 9,800.00
TOTAL UNIT ITEMS PRICE***				\$ 18,175.00
*Estimated Quantities not actual, for basis of bidding purposes only. Actual Quantities may be Greater or Less than the amount shown.				
**Unit Price Items are "as needed" and "as approved" by the CITY per each occurrence.				
***Total Lump Sum Price plus Total Unit Items Price equals Total Combined Amount.				
TOTAL COMBINED AMOUNT***				\$ 436,475.00

See Section 01025 Measurement of Payment for full description of items.



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 IFB 21/22-01

INVITATION FOR BID (IFB)
 ONE (1) TIME PURCHASE

Due Date:
 December 29, 2021

TITLE: 2021 UNIDIRECTIONAL FLUSHING PROGRAM

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this IFB document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the IFB document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the IFB documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the City of Sanford Purchasing Division for the price set forth herein in Bid Form Section 00410 sub-section 1.03(A) **"Bid Price Schedule" and Acceptance of Bid Terms and Conditions.** The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this IFB document or as otherwise agreed to between the parties in writing.

Bidder/Contractor Pure Technologies U.S. Inc./dba Wachs Water Services Name: _____

Mailing Address: 8920 State Route 108 Suite D Columbia MD 21045

Telephone Number: _____ Fax Number: Ryan McKeon

E-mail Address: ryan.mckeon@xylem.com

FEIN: 86-0853190

Authorized Signatory *Rmc* Printed Name Ryan McKeon

Vice President _____ December 7, 2021
 Title _____ Date _____

STATE OF FLORIDA Maryland
 COUNTY OF Howard

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Ryan McKeon ✓ who is personally known to me or { } who produced _____ as identification and acknowledged before me that s/he executed the same. Sworn and subscribed before me, by _____ by means of ✓ physical presence or { } online notarization on the 7th day of December, 2021, the said person did take an oath and was first duly sworn by me, on oath, said person, further, deposing and saying that s/he has read the foregoing and that the statements and allegations contained herein are true and correct.



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 ONE (1) TIME PURCHASE

Due Date:
 December 29, 2021

TITLE: 2021 UNIDIRECTIONAL FLUSHING PROGRAM

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of
 December, 2021.

Tracy Leane Miller

(Notary Public in and for the County and State Aforementioned)

SEAL

My commission expires: December 06, 2023

PLEASE COMPLETE AND SUBMIT WITH YOUR IFB RESPONSE

Failure to submit this form may be grounds for disqualification of your submittal



TRACY LEANE MILLER
 Notary Public, State of Maryland
 Prince George's County
 My Commission Expires December 6, 2023

January 5, 2022

Mr. Mack McKinley, PE
 City of Sanford
 Sanford, FL



Re: IFB 21/22-01: 2021 Unidirectional Flushing Program
 Recommendation of Contract Award

Dear Sir:

On December 9, 2021, at 2 pm bids were opened for IFB 21/22-01: 2021 Unidirectional Flushing Program. The bid opening was attended by Paul Smith and Mack McKinley both from the City of Sanford and John Hermann of Arminius Consultants.

Two bids were received. One bid was from M.E. Simpson Co. Inc and the other from Pure Technologies U.S., Inc.

The bids were as follows:

		M.E. Simpson Co. Inc	Pure Technologies U.S., Inc.	
			Original Bid	Recalculated
<u>Bid Items</u>				
<u>Lump Sum Items</u>				
A.1	Flushing Program	437,580.00	378,300.00	378,300.00
.2	Final Report/GIS	48,620.00	40,000.00	40,000.00
Total		486,200.00	418,300.00	418,300.00
<u>Unit Price Items</u>				
B.1	2 Person Crew	***	7,000.00	7,000.00
B.2	3 Person Crew	***	**1,375.00	*11,000.00
C.	Mobilize/ Demobilize by Sequence	***	9,800.00	9,800.00
Total		***	18,175.00	27,800.00
Total Combined Amount			436,475.00	*446,100.00
* - recalculated (see text)				
** - incorrectly calculated by bidder				
*** - these were noted as exceptions by the bidder (see text)				

Discussion regarding each of the bids is as follows:

M.E. Simpson Co. Inc

The bid received included exceptions to the "Unit Price Items." For bid items B.1 and B.2, the vendor chose to not include a bid number. For bid item C, the vendor has exception with this item and choose to modify the context of this item. We have not included this value in the table above since the value is noncompliant with the bid.

Due to the "exceptions" for the M.E. Simpson Co. bid, we recommend that this bid be considered to be "non- responsive."

Note also that the bid cost for the lump sum items is higher than the other bidder.

Pure Technologies U.S., Inc.

Under the unit price items, Item B. 2 appears to be miscalculated. We have recalculated the bid cost based on the proposed unit price multiplied by the quantity. We recommend clarification of bid cost with the vendor and acceptance of the higher recalculated value.

Since the bid price is substantially lower for the Lump Sum Items than the other bid, we reviewed the references provided.

Three out of the five references could be contacted. References contacted include the City of Baltimore, District of Columbia Water and Sewer Authority (DC WASA), and Orange County, Florida. These references indicated a positive experience with the vendor.

Conclusion

ARMINIUS recommends award of the bid to Pure Technologies US, Inc.. We further recommend clarification of Unit Price Item B.2.

John D. Hermann, PE

Digitally signed
by JOHN D
HERMANN
Date: 2022.01.05
'10:10:37 -05'00



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JOHN DRISCOLL HERMANN, PE USING A DIGITAL SIGNATURE AND DATE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**SECTION 00520
AGREEMENT FORM**

**IFB 21/22-01
Unidirectional Flushing Program**

PART 1 GENERAL

1.01 THIS AGREEMENT, made and entered into the _____ day of _____, _____ by and between the City of Sanford, Florida, 300 North Park Avenue, Sanford, Florida 32771, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" (also referred to as "OWNER") and Pure Technologies U.S. Inc., whose principal and local address is 8920 State Route 108 Suite D, Columbia MD 21045, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

1.02 The Owner and Contractor Agree as Follows:

A. The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement, and all documents which are fully a part of the Contract with the City are identified by title and number as set forth below and are available for review at and downloading from the City's Web site (site in full) and all documents are agreed to be incorporated into the Contract as if physically attached to the Contract and are, further, agreed to be incorporated into the Contract as if fully set forth therein verbatim. The Contract Documents include:

1. Executed, Section 00520 - Agreement Form.
2. The Project Manual. Note the Index (starting on page number 00010-1 of the Project Manual) includes all instructions, terms, general and supplemental conditions, bid documents, plans, prints and specifications pertaining to the Project.
3. Addenda Applicable to the Bid
4. Contractor's Bid, 00410.
5. Performance Bond, 00605.
6. Payment Bond, 00610
7. Material and Workmanship Bond, 00615.
8. Trench Safety (Executed Form), 00430
9. Non Collusion Affidavit, 00432
10. Conflict of Interest Affidavit, 00434
11. Public Entities Crime Affidavit, 00436
12. Compliance With the Public Records Law Affidavit, 00438
13. Bidder Information and Affidavit, 00440

14. Receipt of Exempt Public Records and Agreement to Safeguard (If Required for Project by City), 00442
15. Certification Of Non-Segregated Facilities (Executed Form), 00450
16. Disputes Disclosure (Executed Form), 00452
17. Drug Free Workplace (Executed Form), 00454
18. Unauthorized (Illegal) Alien Workers Affidavit, 00456
19. E-Verify Compliance Affidavit, 00458
20. Americans With Disabilities Act Affidavit, 00460
21. Financial Information (Executed Form) (If Required by City), 00462
22. Criminal Background Check Requirements (If Required for Project by City), 00525
23. Insurance Certificate(s)
24. Notice of Award, 00510
25. Notice to Proceed, 00530.
26. Consent of Surety to Final Payment (Executed Form), 00617.
27. Contractor's Application for Payment (Executed Forms), 00625.
28. Certificate of Substantial Completion, 00626.
29. Certificate of Final Completion, 00627.
30. Contractor's Partial Release of Lien (Executed Forms), 00640.
31. Subcontractor's Final Release of Lien (Executed Form), 00641.
32. Subcontractor's Partial Release of Lien (Executed Forms), 00644.
33. Contractor's Release of Lien (Executed Form), 00645.
34. Project Field Order (Executed Form), 00840.
35. Work Directive Change (Executed Form), 00845.
36. Change Order (Executed), 00850.
37. Additional document(s) that are not specifically listed in Paragraph 1.02.A.1 through 1.02.A.36, but which are included in the Project Manual and any additional documents agreed upon by the Parties shall be included as a part of the Contract.

These documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. As the documents indicated above are executed, the date of final execution and initials of the individual who received the executed document(s) is to be added to the blank next to the listed document(s) when processed and made a part of the City's official set of Contract Documents.

B. Scope of Work

The Contractor shall perform all Work required by the Contract Documents for the construction of the _____.

C. Contract Time

The Contractor shall begin Work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the Work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is 10 calendar days. The Work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 180 calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1,000 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the Work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (1/4) of the rate set forth above.

E. Contract Price

Lump Sum Contract

The Owner will pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order, the Total Contract Lump Sum Price of Four hundred and forty six thousand and one hundred Dollars (\$ 446,100.00). Payments will be made to the Contractor based on the Schedule of Values included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein, and subject to completion of the Work, in accordance with the Contract Documents.

F. City of Sanford Tax Recovery

The CONTRACTOR shall cooperate with the CITY in the implementation of the CITY's tax recovery program and, to that end, the CITY may make purchases directly under its purchase order processes relative to various materials, supplies and equipment that may be part of the services provided under this Agreement. The CONTRACTOR hereby recognizes the right of the CITY to engage in tax recovery/savings through direct purchases.

G. Payment Procedures

1. Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14.02 of Section 00700 - General Conditions, Section 00800 - Supplementary Conditions 14.02.A.1 and 14.02.A.2, and Section 00625 - Application for Payment.

2. Final Payment: Upon Final Inspection and Final Completion and acceptance of the Work in accordance with Articles 14.06 and 14.07 of Section 00700 - General Conditions, CITY shall pay the remainder of the contract price as provided in the General Conditions.

H. Retainage

Retainage for this Project is 5%.

J. Additional Terms and Conditions

1. The CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY by means of employees who are neat in appearance and of polite demeanor.
2. All submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.
3. The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or services provider shall provide goods and/or services for the CITY's projects.
4. The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.
5. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.
6. The CONTRACTOR hereby guarantees the CITY that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.
7. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees,

and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

8. Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.
9. No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.
10. Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects.
11. Quality, Professional Standards, and Security Requirements
 - a. Under this paragraph 11, the term "CONTRACTOR'S employees" shall include CONTRACTOR'S agents, employees and SUBCONTRACTORS extending to SUBCONTRACTORS agents and employees.
 - b. The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all services furnished by the CONTRACTOR under any Agreement resulting from this solicitation. The City reserves the right to require all CONTRACTOR employees, when on City property or Work sites, to wear identification badges at all times which, at a minimum, provides the name of the employee and the CONTRACTOR.
 - c. The CITY reserves the right to require the CONTRACTOR to provide to the CITY a list of employees working on the project. Also, the list shall include employee working days, times and assignments within forty-eight (48) hours of the CITY's written request for such information. This information will be

reviewed, screened and verified by the CITY, prior to the employees of the CONTRACTOR entering the CITY's premises and/or work sites.

- d. The CONTRACTOR shall comply with Section 00525 concerning criminal background check requirements of the employees of the Contractor and Subcontractors.
- e. In the event employees of the Contractor and Subcontractor do not qualify to Work on the Project due to A) Failure to have the required criminal background check reports submitted to the City by the FDLE; or B) Unsatisfactory background check reports on employees; then those employees will be disqualified by the City, and those disqualified employees will not be allowed to Work on the Project. Disqualification of employees to Work on the Project is a non-excusable delay to the Contract for which the City will not grant a Contract Time extension.
- f. Additionally, the CITY may request and the CONTRACTOR shall provide the name, address and social security number and licenses (driver's, commercial drivers license or CDL, or other operator's license) for employees of the CONTRACTOR and/or SUBCONTRACTORS that may work on the CITY's premises in positions found by the City to be critical to the security and/or public safety of the CITY by reason of access to any publicly owned or operated facility. The CONTRACTOR shall release such information upon approval of the affected employees. If an employee refuses to authorize the release of their address, social security number and/or licenses they shall not be allowed to work or continue to work in such critical positions.
- e. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

12. Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.
13. The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
14. Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement.
15. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) calendar days of receipt by the CITY.
16. The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) calendar days of receipt by the CITY with an explanation of the deficiencies.
17. The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.
18. Each invoice shall reference this Agreement, the appropriate billing period.
19. The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.
20. Invoices are to be forwarded directly the City's designated CEI representative, as identified at the preconstruction meeting, for review and processing.
21. CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the Work and the performance of this Agreement.
22. The City Manager, or his/her designated representative, shall have the following responsibilities:
 - a. Examination of all Work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a

- reasonable time so as not to materially delay the Work of the CONTRACTOR;
- b. Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement;
 - c. Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the Project; and
 - d. Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
23. Until further notice from the City Manager, the designated representative for this Agreement is:
- Bilal Iftikhar, P.E.
Public Works / Utility Director
City of Sanford
P.O. Box 1788
Sanford, Florida 32772
24. CITY may terminate this Agreement for convenience at any time or for any one (1) or more of the reasons as follows:
- a. If, in the CITY's opinion, adequate progress is not being made by the CONTRACTOR due to the CONTRACTOR 's failure to perform; or
 - b. If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - c. The CONTRACTOR, or any employee or agent of the CONTRACTOR, is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any Work that has been performed by the CONTRACTOR; or
 - d. The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 - e. The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.
25. In the event of any of the causes of termination, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement should not be terminated. If assurance

satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement.

26. In the event that this Agreement is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.
27. The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.
28. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) calendar days to correct same or to request, in writing, a hearing. Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.
29. The CITY shall have the right to terminate this Agreement without cause with a sixty (60) calendar day written notice to the other party. The CITY reserves the right to terminate any Agreement for cause with a five (5) calendar day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.
30. In the event that this Agreement is terminated, the CITY shall identify any specific Work to be continued to completion pursuant to the provisions of this Agreement.
31. In the event that after the CITY termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.
32. In the event this Agreement is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

33. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.
34. The performance or provision of the CONTRACTOR's goods and/or services under this Agreement may be suspended by the CITY at any time.
35. In the event the CITY suspends the performance or provision of the CONTRACTOR services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) calendar days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) calendar days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.
36. Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.
37. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.
38. Indemnity and Insurance
 - a. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative,

and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, negligent act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or subCONTRACTORS. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the performance of Work. In no event, shall either party be responsible or liable to the other for any incidental, consequential, or indirect damages, whether arising by contract or tort.

- b. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.
 - c. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - d. In claims against any person or entity, indemnification under this Section by an employee of the CONTRACTOR or its agents or subCONTRACTORS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subCONTRACTORS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
 - e. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision of this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverage.
 - f. The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.
39. The CONTRACTOR shall obtain or possess and continuously maintain the insurance coverage as set forth and required in the bid documents.

40. All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.
41. The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Purchase/Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.
42. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) calendar days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
43. The CONTRACTOR shall furnish Certificates of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.
44. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.
45. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.
46. The CONTRACTOR is an independent contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
47. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

48. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
49. The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.
50. The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
51. The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.
52. If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or Work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.
53. The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
54. The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination.
55. If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall provide

a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

56. The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.
57. The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
58. The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.
59. The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the Work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.
60. The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
61. If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
62. The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

63. The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.
64. The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
65. The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.
66. The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.
67. In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Seminole, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
68. In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) calendar days of notice by the CITY of the request for the refund.
69. The CONTRACTOR agrees to fully comply with all State laws relating to public records.

70. The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
71. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.
72. Any CONTRACTOR proposed subcontractors shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
73. The CONTRACTOR shall coordinate the provision of goods and/or services and Work product of any CITY approved subcontractors, and remain fully responsible for such goods and/or services and Work under the terms of this Agreement.
74. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.
75. The CONTRACTOR shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.
76. This Agreement is to be governed by the laws of the State of Florida.
77. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.
78. This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

79. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.
80. This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.
81. This Agreement may only be amended, supplemented or modified by a formal written amendment.
82. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
83. Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.
84. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
85. In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general

obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

86. The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.
87. Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
88. The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.
89. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
90. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.
91. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
92. The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.
93. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.
94. This Agreement may be executed in any number of counterparts,

each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

K. Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests. In order to comply with Section 119.0701, Florida Statutes, public records laws, the CONTRACTOR must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
5. If the CONTRACTOR does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.
6. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. the CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY with a copy of the CONTRACTOR's response to each such request.
7. The CONTRACTOR shall note the following:

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCIN, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, HOUCINT@SANFORDFL.GOV.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

Pure Technologies U.S. Inc.,
Name of Firm

[Signature] 2/3/2022
By (Signature) Date
(SEAL)



William J. Craven; Manager, Business Development-East Region
Printed Name and Title

ATTEST:

[Signature] 2/3/2022
By (Signature) Date

Tracy L. Miller, Office Manager
Printed Name and Title

OWNER:

City of Sanford
Name of Owner

[Signature] 2.14.22
By (Signature) Date
(SEAL)

Art Woodruff, Mayor
Printed Name and Title

ATTEST:

[Signature] 2.06.22
By (Signature) Date

Traci Houchin, MMC, FCRM City Clerk
Printed Name and Title



Approved as to form and legal sufficiency.

CITY OF SANFORD, FLORIDA - PURCHASING DIVISION
 SOLICITATION OPENING CERTIFICATION AND MINUTES (Section 255.0518, Florida Statutes)

A. Solicitation Title Unidirectional Flushing Program

Number IFB 21/21-01 Opening Date Dec 9, 2021 Time 2:00PM Solicitation Documents Including Announcement of This Opening Are Available for Viewing or Downloading at www.myvendorlink.com

Location of Opening: Commission Chambers

1. On this date the opening of the solicitation response identified above is hereby verified and the public announcements recorded below regarding the solicitations received were duly made. It is noted that no other business was conducted, there were no discussions and no input was received from anyone in attending. There was no attendance record made.

- IFB- Announced the name of each bidder and the amount of their bid.
- RFP- Announced the name of each respondent.
- RFQ- Announced the name of each respondent.

If any submission was not opened and/or announced: check this item and indicate on tabulation below specific information as to why the submission was not opened or announced.

All submissions were opened and read. The tabulation below reflects the information read.

2. Name of City Employee who announced the bids: PAUL SMITH

Certification (1) By: [Signature] Dec 9, 2021 Paul Smith, Purchasing Coordinator
 Signature date printed name and title

Certification (2) By: [Signature] 12-9-2021 Mack McKinley
 Signature date printed name and title

3. The public notice indicated by § 286.0105 and 286.011 Florida Statutes is not required because no rule, resolution, or formal action has taken place or considered at this opening. Therefore, a verbatim record of the solicitation specifically identified above is not required if a person, in accordance with City of Sanford Policy Number 15., elects to file a protest or appeal an action associated with the identified solicitation.
4. Florida Statute 119.071: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. *Note-City of Sanford Procurement Procedure 6-500 mandates that as applicable to an IFB: the name of each bidder and the specific amount of the bid will be shared at the opening; for an RFP or RFQ the name of each person or firm will be shared at the opening. (Florida Statutes may be found at: <http://www.leg.state.fl.us/statutes/>)*

Bidder/Proposer	Bid Base	Alternate Bid
PURE TECHNOLOGIES	\$436,475. ⁰⁰	
ME. SIMPSON CO	\$515,700. ⁰⁰	

___ Initial here if tabulation is attached in lieu of using the above tabulation or if additional pages are attached. It is noted that this is page one of ___ pages.¹



City of Sanford
 Finance Department | Purchasing Division
 300 N Park Ave
 Sanford, FL 32771
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Solicitation Tabulation Sheet Form

Solicitation Number: IFB 21/22-01
 Solicitation Title: Unidirectional Flushing Program
 Solicitation Opening Date: 12/9/2021
 Solicitation Opening Time: 2:00 P.M. Local Time

VENDOR NAME-->	M.E. Simpson Co., Inc.	Pure Technologies US Inc.
Solicitation Evaluation Category ↓	Total Cost	Total Cost
Unidirectional Flushing Program Zone	\$437,580.00	\$378,300.00
Flushing Activities (All Zones)		
Final Report & GIS Files	\$48,620.00	\$40,000.00
2-Person Repair Crew	See Exception	\$7,000.00
3-Person Repair Crew	See Exception	\$11,000.00
De-Mobilize and Re-Mobilize Per Sequence	\$29,500.00	\$9,800.00
TOTAL BID PRICE AS SUBMITTED	\$515,700.00	\$446,100.00
YEARLY		

Remarks: Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late. Shaded or circled total price indicates apparent low bidder subject to evaluation and review before an intent to award is made.

NOTE: See comments in cells E14, 15 and 16 for Pure Technologies. For the exception, please refer below for explanation from M.E. Simpson Co, Inc.

Rules: All bids accepted by City of Sanford are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect unless receiving prior consideration and approval of the City in the form of Addenda to this bid.

OPENED BY: Paul Smith, Purchasing Coordinator

VERIFIED BY: Marisol Ordoñez, Purchasing Manager

EXCEPTION:

The bid received included exceptions to the "Unit Price Items." For bid items B.1 and B.2, the vendor chose to not include bid number. For bid item C, the vendor has exception with this item and choose to modify the context of this item. We have not included this value in the table above since the value is noncompliant with the bid.