

CITY OF OVIEDO AGREEMENT FOR STORM SEWER REHABILITATION

THIS AGREEMENT made and entered into the 14th day of October, 2024 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and Flotech Environmental, LLC, whose principal address is 657 South Drive, Suite 401, Miami, FL 33166 hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) 24-20 and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide Storm Sewer Rehabilitation, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, 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; and

WHEREAS, all CITY promulgated bid documents pertaining to Storm Sewer Rehabilitation, and 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.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) 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 provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for Storm Sewer Rehabilitation as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) 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.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, 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.

(m) 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.

(n) 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.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY.

Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

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 to be identified in the Purchase/Work Orders, and that it is well

acquainted with the work conditions and 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. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) 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 goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. 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 only 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.

(b) 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's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) 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.

(j) 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 nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) 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) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government 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.

(f) Invoices are to be forwarded directly to:

**Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

- (a) The initial term of this Agreement shall be for a period of three (3) year(s).
- (b) After the initial term, this Agreement 1) shall be automatically renewed on an annual basis for a maximum of one (1) year(s) or 2) may be renewed for two additional one year periods if mutually agreeable to both Parties.
- (c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The 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.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

- (1) 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;

(2) 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;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

(d) The CONTRACTOR's designated representative is:

**Jose L. Ferre
Flotech Environmental, LLC
657 South Drive, Suite 401
Miami, FL 33166**

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) 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

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) 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.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order 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 or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order 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.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) 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, or terminate any specific Purchase/Work Order 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) days to correct same or to request, in writing, a hearing.

(b) 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.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's 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.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order 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.

SECTION 17: ACTION FOLLOWING TERMINATION.

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.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in

writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) 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.

(c) 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.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. 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.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, 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 the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY 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 the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR 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 as set forth below, 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 name the CITY as a named, additional insured, as well as furnishing the CITY 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 the CONTRACTOR as required herein shall be considered, and the CITY 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, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit for Disease

(2) General Liability Insurance: The CONTRACTOR shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$1,000,000 Personal & Advertising Injury - each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments
\$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(4) Pollution Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of \$ 1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

(5) Professional Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of \$ 1,000,000 for damages resulting from negligence, misrepresentation, and errors and omissions, applicable to the work being performed.

(6) Excess Liability/Umbrella Insurance: attaching to Commercial General Liability (CGL), Auto & Employers Liability combining for a total liability limit with the underlying being at least \$ 2,000,000 per occurrence, \$ 2,000,000 aggregate.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be

responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) 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 of this Agreement.

(h) 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 of this Agreement 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) The CONTRACTOR shall advise the CITY in writing if it 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.

(p) 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.

(q) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to section 287.05701, *Florida Statutes*, as amended, the CITY will not request documentation of or consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible vendor. The CONTRACTOR is further notified that the CITY's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(r) PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES. Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is prohibited. CONTRACTOR must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the CITY's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the CITY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. CONTRACTOR must have submitted certification with the original solicitation. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135(5)(a).

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) 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.

(b) 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 of 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.

(c) 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.

(d) 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 Seminole County, 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.

(e) 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) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time 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 for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the

service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. 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.

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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted

industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) 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.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continuing obligation of the CONTRACTOR.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) 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 Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: FORCE MAJEURE.

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.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) 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.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) 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.

SECTION 31: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Jose L. Ferre
Flotech Environmental, LLC
657 South Drive, Suite 401
Miami, FL 33166

(c) 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.

SECTION 32: WAIVER.

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.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a) 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.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

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.

SECTION 35: CAPTIONS.

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.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) 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.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) 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.

(b) 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.

(c) 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.

SECTION 38: COUNTERPARTS.

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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 14th day of October, 2024, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Elianne Rivera

FLOTECH ENVIRONMENTAL, LLC

By: *Jose L. Ferrer*
Jose L. Ferrer (Oct 11, 2024 11:34 EDT)

Date: Oct 11, 2024

ATTEST:

Madalyn Bui

Elianne Rivera, City Clerk

CITY OF OVIEDO

By:

Megan Sladek
Megan Sladek (Oct 11, 2024 12:20 EDT)

Megan Sladek, Mayor

Date: Oct 11, 2024

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

David Hall
David Hall (Sep 17, 2024 17:45 EDT)

David W. Hall
Assistant City Attorney

Reviewed by:

Purchasing: *JS*

Date: 9/13/2024

Risk Management: *mg*

Date: 9/13/24

ATTACHMENT B
FEMA FEDERAL CONTRACT PROVISIONS

In addition to any other provisions required herein, the following provisions apply, as applicable. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, City of Labor). See 2 C.F.R. Part 200, Appendix II(C). Contractor must complete enclosed certification
2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:
Compliance with the Contract Work Hours and Safety Standards Act.
 - (a) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (3)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(a) of this section.
 - (c) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the City of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(b) of this section.
 - (d) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(a) through (d) of this section.

3. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387)

Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor must complete enclosed certification

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the City of Oviedo. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Oviedo, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Contractor must complete enclosed certification
6. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the City of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.
7. **Procurement of recovered materials. See 2 CFR 200.323.**
- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
8. **Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.**
- Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- Procure or obtain;
- Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

9. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

- Procure or obtain, extend or renew a contract to procure or obtain;
- Enter into a contract (or extend or renew a contract) to procure; or
- Obtain the equipment, services, or systems.

10. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

12. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

- (a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

13. Access to Records

- (a) The contractor agrees to provide the City of Oviedo, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the City of Oviedo and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Compliance with Federal Law, Regulation and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor agrees to comply with all applicable federal law, regulations, executive orders FEMA policies, procedures, and directives.

15. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

17. Termination By Contractor For Cause

- (a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.
- (b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

18. Termination By The City For Convenience And Without Cause

- (a) 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, or terminate any specific Purchase/Work Order 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) days to correct same or to request, in writing, a hearing.
- (b) 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.
- (c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.
- (d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- (e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.
- (f) In the event that after the City's 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.

19. DHS Seal, Logo, and Flags

- (a) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the City of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the City of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal City or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Flotech Environmental, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal City or agency.



Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Flotech Environmental, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member

Name and Title of Contractor's Authorized Official

07/10/2024

Date

EXHIBIT A

ITB 24-20

SECTION 00040-5

GROUP V SPECIFICATIONS FOR GENERAL REPAIR, RESURFACING, SEALING OF STRUCTURES WITH PROTECTIVE COATING SYSTEM

PART 1 GENERAL

1.1 SCOPE OF WORK

Seal inlets, manholes, and junction boxes, including the structure's base, walls, top slab, riser, cone, and inlet tops. Seal pipe joints minor cracks, and lift holes, with chemical grout. Seal storm pipe joints of various diameters by the man-entry internal joint sealing method on pipes that are otherwise in sound physical condition.

1.2 EQUIPMENT

Supply the necessary equipment, including chemical containers, pumps, regulators, valves, hoses and fittings for injecting the materials. Use manufacturer recommended tools and equipment to install internal joint seal in accordance with manufacturer's instructions.

1.3 SAFETY

Provide redundant storm drain plugs. Ensure all workers have means of rapid egress.

1.4 STORMWATER FLOW CONTROL

Insert temporary pipe plugs and block the flow. Do not pond water in any travel lane or divert water on private property. When necessary, divert the storm water at an approved location by the Engineer. Furnish all equipment and labor. When the depth of flow in the storm pipe section being worked on is considered excessive, such that it would prevent successful joint seal installations, reduce the flow depth to an allowable level of 0 to 2 inches, by operation of pump stations, plugging or blocking the flow, or by pumping and bypassing the flow so that the pipe is accessible for man-entry joint seal installation in accordance with the manufacturer's procedures.

PART 2 PRODUCTS

2.1 MATERIALS

1 CHEMICAL SEALING OF DRAINAGE STRUCTURES

All materials containers must be undamaged and unopened and show the manufacturer's original labels. Select hydrophobic polyurethane foam sealing materials that meet the specific sealing requirements of each site. Hydrophilic

gel sealing materials must meet the following requirements:

- Uncured Viscosity is less than 900 cps
- Cured Gel
- Insoluble in water.
- Elongation minimum 200% as measured per ASTM D 638
- Tensile Strength minimum 25 psi as measured per ASTM D 638
- Hydrophobic polyurethane foam sealing materials must meet the following requirements:
 - Uncured Viscosity is less than 900 cps
 - Cured Foam
 - Water absorption is less than 1% as measured per ASTM D-2127
 - Shrinkage is less than 1% as measured per ASTM D-2126
 - The cured polyurethane foam must adhere tightly to the pipe materials during wet and dry periods.
 - Use epoxy resin compounds that meet the requirements of Section 926.
 - To repair the structure, use a non-shrink grout product that meets the requirements of Section 934.

2.2 MAN-ENTRY INTERNAL JOINT SEALS

1. FLEXIBLE SEALS

Use a permanent, non-corrodible one-piece circular seal that can withstand an internal pipe pressure of 300 pounds per square inch and external head pressures in excess of 100 feet. The material must be an EPDM Rubber Membrane for use as a joint liner material. The material must be microbiological growth resistant when used in potable water, storm water, sea water or in humid aerobic conditions. The volume change of the material must not exceed 3% after immersion in water at 212 degrees F for 70 hours. The seal must be manufactured in compliance with ASTM-D 3900, ASTM-D 3568 and must have designation M4AA710A13B13C12Z1Z2Z3 in accordance with ASTM-D2000. The seal must have definitive locations for the three stainless steel bands which hold it in place. The seal must have ribbed sections on each side of the joint to assist in making the fit between the seal and pipe airtight. A test air valve must be installed in the seal for conducting pressure tests. Each joint seal must be clearly numbered with the corresponding joint number in permanent manner.

2. STAINLESS STEEL BANDS

Use circular stainless steel bands to hold the seals in place. These bands may be in two or three sections to allow for passage through the manholes. The bands must be expanded against the seal and compress the seal to the pipe wall, and locked in place with wedges. The stainless steel bands, shims and bolts for securing the rubber membrane seal across piping joints must be

Type-316 and manufactured in accordance with ASTM-A479. The bands must be rolled to the radius of the receiving pipeline. The cleated ends of the band must be welded with T-316 alloy wire. All shims and wedges must be Type-316 material, as required for the stainless steel bands.

3. **CHEMICAL SEALING MATERIALS**

Chemical sealing materials must have the following properties: react quickly to form a permanent water tight seal; be flexible and immune to the effects of wet/dry, freeze thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics; component packaging and mixing compatible with field conditions and worker safety; cleanup accomplished without heavy use of flammable or hazardous chemicals; extraneous sealant left inside pipe shall be readily removable. Chemical joint sealing material must be acrylic resin type and furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system.

4. **LIQUID JOINT LUBRICANT**

The liquid joint lubricant to assist in the installation of the seals and bands must be non-toxic, vegetable-based lubricating gel. This gel must not decompose or deteriorate for a minimum storage period of two years and must have a soft pasty consistency suitable for use in temperatures between 0°F and 120°F. The lubricant must not have any deteriorating effect on rubber gaskets, must not impart taste or odor to water, or have an objectionable odor. The lubricant must not support the growth of bacteria or contain any petroleum-based oil or grease

5. **THREAD SEALING COMPOUND**

Use a paste-type thread sealing compound with polytetrafluoroethylene components.

6. **HYDRAULIC EXPANDER UNIT**

Use a hydraulic expander unit for installation of expansion bands capable of hydraulic expansion pressure of 6,000 pounds per square inch.

2.3 **INSTALLATION**

1. **CHEMICAL SEALING OF JOINTS**

Clean all surfaces and remove the debris. Carefully drill a minimum of four insertion holes near the bottom of the structure's wall. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom holes first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the surface. Remove surplus material. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed.

2. PIPE CULVERTS AND STORM DRAINS

Clean pipe joints. Inspect and video each joint before and after sealing. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed. Install joint sealing materials per the manufacture's recommendations.

For hydrophobic urethane foam, drill a minimum of four equally spaced insertion holes through the pipe. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom hole first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the pipe surface. Remove surplus material.

3. MAN-ENTRY INTERNAL SEALING OF JOINTS

Use flexible seals individually sealed in plastic bags and packed in a manner that will not damage or deform them. Store seals in a cool, dry environment and not exposed to direct sunlight. Examine each seal prior to fitting. Place particular attention on the ribbed sections of the seal. Clean the pipe joint section that will support the seals. Remove debris or deposits from the pipe walls and remove by hydraulic vacuum. Use subaqueous power tools if any hard scale or stubborn debris remains after hand brushing. Clean all joint gaps of debris before any installation is performed. Once cleaned, fill the joint gaps with chemical sealing material as specified in 430-1.3.3 Remove any surplus grout and the surface left flush. Provide a smooth, continuous backing for the seal. Remove any surface imperfections by grinding or scraping. Fill any deep imperfections by properly applying the approved joint filler. Provide a smooth surface for the seal. Pre-mark the seal area to clearly define the seal position. Check the seal for any damage and ensure the test valve is tight before fitting the seal in place. Locate the test valve in the seal at either the 9 o'clock or 3 o'clock position. Position the seal parallel and centered on the joint gap. Before expanding the steel bands in the seal grooves, place stainless steel radius shims underneath the wedge area in the grooves. If two- or three-piece bands are used, temporarily lock the bands into position by means of a special overlap locking device over the wedge area. Use a hydraulic expander to apply pressure to the ends of the retaining bands, and a radius wedge fitting between the exposed gap and the expanded band ends. As the hydraulic expander is positioned with the retaining band, care must be taken to ensure that the band remains in the groove of the elastic seal and does not move or become dislodged. Select a size of wedge having an interference fit between band ends. Tap the wedge (leading edge first) into position, locking in the compression seal. Repeat the procedure on the second retaining band of the seal, allowing 30 minutes between expansions. Each joint must have three retaining bands in place. Once the expanding procedure is complete, tighten the overlap locking device for the wedge, if required, to a torque of 1.25-foot pounds.

2.4 MATERIAL REFUSAL PRESSURE**1. CHEMICAL JOINT SEALING**

Sealant refusal pressure must be a minimum of 5 pounds per square inch. Do not exceed 10 pounds per square inch.

2. FLEXIBLE SEAL TESTING

There are two individual pressure tests applied to the seal before closing the pipeline. The first test is applied after each section has been completed and not before 30 minutes have elapsed after the final fitting of the seal. A pressure of 10 pounds per square inch is applied. Because of the excessive ballooning the center membrane of the seal (that will occur at this higher pressure), a restraining device called a "test band" is fitted over the seal during the test. Soap and water is used to detect any leak. In the second test, 5 pounds per square inch is introduced through the valve. This pressure is sustained while a soap and water test is applied to outer edge and entire body of the seal. The Engineer may request proper testing of structural properties of seals or related components before any installation is performed. If any of the seals are tested and found to be defective after installation, replace the defective seals, at no cost to the City.

2.5 RECONSTRUCT INVERT BENCHES

Install the sealant before grouting the structure. Remove all grease, laitance, loose bricks, mortar, unsound concrete, and debris. Water blasting, wet or dry sandblasting, acid washing, and other cleaning agents such as concrete cleaners, degreasers, or other chemicals, may be required to properly clean the surface. Expose sound concrete walls and invert material. Apply non-shrink cement grout to the structure walls. Reconstruct or repair the drainage structure invert bench according to the Florida Department of Transportation (FDOT) Standard Plans Index 430.

2.6 FINAL ACCEPTANCE

Submit all warranties provided by the manufacturer for the specific products included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the City. Submit all documents associated with or describing any such warranties to the City along with other project final acceptance documents and deemed to be a part of the required final acceptance documentation. Do not take any action or fail to act in any way which voids any such warranties. All subcontracts must contain similar provisions which require subcontractors to assign any such warranties to the City.

2.7 METHOD OF MEASUREMENT

The quantity to be paid for will be the number of joints, per each, cleaned, sealed and accepted by the Engineer.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Price and payment will be full compensation for all work specified under this section including all ancillary items to complete the work.

END OF SECTION

SECTION 00040-6**GROUP VI
SPECIFICATIONS FOR
PREPARATORY CLEANING AND ROOT REMOVAL****PART 1 GENERAL****1.1 SCOPE OF WORK**

This section covers the preparatory cleaning of sewer lines and manholes as needed prior to the internal inspection of the sewer lines and the cleaning of manholes prior to rehabilitation. The Contractor shall furnish all necessary material, labor, equipment, and services required for cleaning the specific sewer lines and manholes.

1.2 BACKGROUND

The intent of sewer line cleaning is to remove foreign materials from the lines and manholes and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers. Since the success of other phases of work depends a great deal on the cleanliness of the lines and manholes, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific sewer sections. If, in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. Sewer line cleaning shall be performed with hydraulically propelled, high velocity jet, or mechanically powered equipment. Selection of equipment shall be based on field conditions such as access to manholes, quantity of debris, size of sewer, depth of flow, etc.

1.3 HYDRAULICALLY PROPELLED EQUIPMENT

The equipment used shall be of a movable dam-type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

1.4 HIGH VELOCITY JET (HYDROCLEANING EQUIPMENT)

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two (2) or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15" to 45" in all size

lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

1.5 MECHANICALLY POWERED EQUIPMENT

Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod-type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

PART 2 WORKMANSHIP

2.1 GENERAL

The designated sewer manhole sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire sewer section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

2.2 CLEANING PRECAUTIONS

During all cleaning and preparation operations, all necessary precautions shall be taken to protect the sewer from damage. During these operations, precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the sewer or its branches. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

2.3 MATERIAL REMOVAL

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section

being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulation of sand in wet wells, or damage pumping equipment, shall not be permitted. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains, or other sanitary sewers.

The Contractor is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale of others, or any means other than those given above. All sludge or other debris removed during these operations shall become the property of the Contractor and as such, any load of material, or any portion thereof, disposed of in a non-permitted fashion shall become the sole responsibility of the Contractor. Any fines or clean-up costs associated with such dumping shall be paid by the Contractor; if necessary, monies shall be withheld from any monies due the Contractor until restitution is made.

2.4 DISPOSAL OF MATERIALS

All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor in a legal and sanitary manner as approved by appropriate authorities, at the Contractor's cost. Copies of records of all disposals shall be furnished to the City, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each work day. Under no circumstances will the Contractor be allowed to accumulate any type of debris on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to City of Oviedo.

2.5 ROOT REMOVAL

Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants, or could prevent the proper seating and application of cured-in-place, fold-and-formed, or sectional cured-in-place liners, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment shall be used before or at the completion of the root removal operation, depending on the manufacturer's recommendation, and grouting will take place to remove infiltration. Contractor shall capture and remove all roots from the line.

2.6 CHEMICAL ROOT TREATMENT

To aid in the removal of roots, manhole sections that have root intrusion shall be treated with an acceptable, non-systemic herbicide which will kill roots but which will not permanently affect parts of trees distant from the treated roots. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications in such a manner to preclude damage to

surrounding vegetation. The active ingredient shall not adversely affect the performance of the wastewater treatment facility. Any damaged vegetation so designated by the City shall be replaced by the Contractor at no additional cost to the City. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

2.7 ACCEPTANCE OF CLEANING OPERATION

Acceptance of sewer line cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City. If television inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, the City may require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning. If internal sealing is to follow the television inspection, particular attention should be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the Contractor shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through the squeegees and/or sponges shall be "performed until the television camera lens will no longer be submerged. This requirement may be waived by the City if the water, in which the camera lens is submerged, is clean enough to allow the identification of pipe defects, cracks, holes, and location of service taps.

PART 3 PAYMENT**3.1 BASIS OF PAYMENT**

Price and payment will be full compensation for pipe cleaning and root cutting, including dewatering (when necessary) and all equipment and work specified in this Section.

END OF SECTION

SECTION 00040-7**GROUP VII
SPECIFICATIONS FOR
INVESTIGATE AND VIDEO INSPECTION SERVICES****PART 1 GENERAL****1.1 SCOPE OF WORK**

Inspect pipes and storm sewers as shown in the Contract Documents. Provide video and a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system inspected and videoed.

1.2 VIDEO EQUIPMENT AND REQUIREMENTS**1. INSPECTION AND VIDEO**

Comply with OSHA Confined Space Standard, 29 CFR Part 1910.146. Manual inspections may be required in order to determine the extent of damage. Pipe walls in areas of concern should be sounded to identify any structural degradation.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

Provide a high-quality color video with a minimum resolution of 720 X 480 in a delivery method acceptable to the Engineer. Include a narrative stating the location and explanation of deficiencies with the video. The video image must be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. Provide identification in the video before each section of pipe filmed, including the pipe location, the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, and the date and time. Indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Provide the Engineer with copies of these notes along with the video.

Move the camera through the pipe at a speed of approximately 15 feet per

minute but not greater than 30 feet per minute, unless otherwise directed by the Engineer. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. The number of units of equipment on hand must be adequate to insure the completion of the work.

Ensure that all equipment to be used is in safe working condition. Repair or remove from the job equipment that is not in safe working condition.

The camera must be operative in 100% humidity conditions. Provide a view of intersecting pipes and drainages structures without diverting from the primary inspection route.

Video the entire circumference of all joints, pick-up holes, and any other suspect areas in order to identify any deficiencies along the entire perimeter of the joint. At every joint and structure, and at significant defects, stop the camera and rotate the camera's view a full revolution to document and measure defects. View all suspect areas in such a way as to make a clear analysis of the system. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

At any time during the video inspection, the Engineer may declare the work unsatisfactory, and no payment will be made for that section of the work.

Perform video inspections on clean dry lines. Inspect storm sewers for cleanliness before the start of video inspection.

Dewatering will be incidental to the other pay items. Do not perform inspections where the flow depth exceeds 5% of the pipe or drainage structure's cross-sectional area, without the prior approval of the Engineer.

Desilting, as necessary to perform the video inspection, will be paid separately. Note the conditions of intersecting pipes and drainage structures on the report and video for the project.

2 WRITTEN REPORT AND GPS DATA COLLECTION

Prepare a written report to list all deficiencies of the storm drain pipes, manholes and inlets, along with a detailed map of the storm water system videoed.

The map must include, but is not limited to, the City/County or State roadway, intersecting side streets, the location of all inlets and manholes, and the diameter and length of all pipes videoed.

The report must include, but is not limited to, deficiencies such as cracked

pipes, joint leaks, failed patches, subsidence, intrusions, stained pipe, and significant defects. Specify the coordinate location of each deficiency in the report in the same chronological order as the video. Note the conditions of intersecting pipes and drainage structures on the report and video.

Include GPS coordinates of storm drainage lines locations including type/size/shape of any inspected drainage lines. GPS location point readings should be taken at the center of each structure or grate.

Document defects identified during this review and submit inspection logs. Include the following in the report:

1. Date, project name, and project number.
2. Street names with starting and ending points.
3. Identify the type of structure, locations, and number (if available).
4. Distances using a tape measure or roll-a-tape
5. Coordinate locations of pipe/culvert/drainage structure deficiencies (i.e. bad joints, offset joints, breaks, or leaks).
6. Centerline distances between structures (if available).
7. Inspection video indicating the structure type/number, coordinates, rim elevation, pipe invert, counter display, and any other relevant data.
8. Coordinate point location (X, Y, Z fields) to represent latitude and longitude in North American 1983 Datum. Precision shall be to the seventh decimal for X and Y, and to the tenth for Z (ex. 25.217111, - 80.3683639, 10.5').
9. A separate column identifying whether it is the begin or end point, change of direction or change of size etc.
10. A written report indicating drainage structure numbers and video counter display numbers
11. Pipe diameter in inches (18", 24", 36", etc.)
12. Pipe material (reinforced concrete, corrugated, galvanized, high density polyethylene, etc.)
13. Pipe shape (round, elliptical, square, rectangular)
14. A detailed map of the storm water drainage system as videoed
Catalog inspection information gathered on inspection forms to produce a report of deficiencies. The expected deliverables must be in a data format that is compatible with ESRI's ArcGIS 10.1 and above; a PDF file of the inspection report cataloging the inspection results; video version of the report showing the inspected pipe;

spreadsheet file (.xls format) indicating the structure locations with pipe start and end points, and their associated material, location, identification number, referenced plan set (if available), etc. Results will be made available on computer programs compatible with City systems. Submit a complete copy of the final project report and map to the City within 14 days of completion of all work order documents.

PART 3 PAYMENT

3.1 METHOD OF MEASUREMENT

The quantity to be paid will be the distance, in feet, that the camera physically traveled during inspection of the location specified in the Contract Documents. The distance the camera travels prior to inspection will not be paid.

3.2 BASIS OF PAYMENT

Price and payment will be full compensation for video inspection and reporting, including dewatering (when necessary) and all equipment and work specified in this Section.

END OF SECTION

SECTION 00040-5

**GROUP V
SPECIFICATIONS FOR
GENERAL REPAIR, RESURFACING,
SEALING OF STRUCTURES WITH PROTECTIVE COATING SYSTEM**

PART 1 GENERAL**1.1 SCOPE OF WORK**

Seal inlets, manholes, and junction boxes, including the structure's base, walls, top slab, riser, cone, and inlet tops. Seal pipe joints minor cracks, and lift holes, with chemical grout. Seal storm pipe joints of various diameters by the man-entry internal joint sealing method on pipes that are otherwise in sound physical condition.

1.2 EQUIPMENT

Supply the necessary equipment, including chemical containers, pumps, regulators, valves, hoses and fittings for injecting the materials. Use manufacturer recommended tools and equipment to install internal joint seal in accordance with manufacturer's instructions.

1.3 SAFETY

Provide redundant storm drain plugs. Ensure all workers have means of rapid egress.

1.4 STORMWATER FLOW CONTROL

Insert temporary pipe plugs and block the flow. Do not pond water in any travel lane or divert water on private property. When necessary, divert the storm water at an approved location by the Engineer. Furnish all equipment and labor. When the depth of flow in the storm pipe section being worked on is considered excessive, such that it would prevent successful joint seal installations, reduce the flow depth to an allowable level of 0 to 2 inches, by operation of pump stations, plugging or blocking the flow, or by pumping and bypassing the flow so that the pipe is accessible for man-entry joint seal installation in accordance with the manufacturer's procedures.

PART 2 PRODUCTS**2.1 MATERIALS****1. CHEMICAL SEALING OF DRAINAGE STRUCTURES**

All materials containers must be undamaged and unopened and show the manufacturer's original labels. Select hydrophobic polyurethane foam sealing materials that meet the specific sealing requirements of each site. Hydrophilic

gel sealing materials must meet the following requirements:

- Uncured Viscosity is less than 900 cps
- Cured Gel
- Insoluble in water.
- Elongation minimum 200% as measured per ASTM D 638
- Tensile Strength minimum 25 psi as measured per ASTM D 638
- Hydrophobic polyurethane foam sealing materials must meet the following requirements:
 - Uncured Viscosity is less than 900 cps
 - Cured Foam
 - Water absorption is less than 1% as measured per ASTM D-2127
 - Shrinkage is less than 1% as measured per ASTM D-2126
 - The cured polyurethane foam must adhere tightly to the pipe materials during wet and dry periods.
 - Use epoxy resin compounds that meet the requirements of Section 926.
 - To repair the structure, use a non-shrink grout product that meets the requirements of Section 934.

2.2 MAN-ENTRY INTERNAL JOINT SEALS

1. FLEXIBLE SEALS

Use a permanent, non-corrodible one-piece circular seal that can withstand an internal pipe pressure of 300 pounds per square inch and external head pressures in excess of 100 feet. The material must be an EPDM Rubber Membrane for use as a joint liner material. The material must be microbiological growth resistant when used in potable water, storm water, sea water or in humid aerobic conditions. The volume change of the material must not exceed 3% after immersion in water at 212 degrees F for 70 hours. The seal must be manufactured in compliance with ASTM-D 3900, ASTM-D 3568 and must have designation M4AA710A13B13C12Z1Z2Z3 in accordance with ASTM-D2000. The seal must have definitive locations for the three stainless steel bands which hold it in place. The seal must have ribbed sections on each side of the joint to assist in making the fit between the seal and pipe airtight. A test air valve must be installed in the seal for conducting pressure tests. Each joint seal must be clearly numbered with the corresponding joint number in permanent manner.

2. STAINLESS STEEL BANDS

Use circular stainless steel bands to hold the seals in place. These bands may be in two or three sections to allow for passage through the manholes. The bands must be expanded against the seal and compress the seal to the pipe wall, and locked in place with wedges. The stainless steel bands, shims and bolts for securing the rubber membrane seal across piping joints must be

Type-316 and manufactured in accordance with ASTM-A479. The bands must be rolled to the radius of the receiving pipeline. The cleated ends of the band must be welded with T-316 alloy wire. All shims and wedges must be Type-316 material, as required for the stainless steel bands.

3. CHEMICAL SEALING MATERIALS

Chemical sealing materials must have the following properties: react quickly to form a permanent water tight seal; be flexible and immune to the effects of wet/dry, freeze thaw cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics; component packaging and mixing compatible with field conditions and worker safety; cleanup accomplished without heavy use of flammable or hazardous chemicals; extraneous sealant left inside pipe shall be readily removable. Chemical joint sealing material must be acrylic resin type and furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system.

4. LIQUID JOINT LUBRICANT

The liquid joint lubricant to assist in the installation of the seals and bands must be non-toxic, vegetable-based lubricating gel. This gel must not decompose or deteriorate for a minimum storage period of two years and must have a soft pasty consistency suitable for use in temperatures between 0°F and 120°F. The lubricant must not have any deteriorating effect on rubber gaskets, must not impart taste or odor to water, or have an objectionable odor. The lubricant must not support the growth of bacteria or contain any petroleum-based oil or grease

5. THREAD SEALING COMPOUND

Use a paste-type thread sealing compound with polytetrafluoroethene components.

6. HYDRAULIC EXPANDER UNIT

Use a hydraulic expander unit for installation of expansion bands capable of hydraulic expansion pressure of 6,000 pounds per square inch.

2.3 INSTALLATION

1. CHEMICAL SEALING OF JOINTS

Clean all surfaces and remove the debris. Carefully drill a minimum of four insertion holes near the bottom of the structure's wall. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom holes first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the surface. Remove surplus material. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed.

2. PIPE CULVERTS AND STORM DRAINS

Clean pipe joints. Inspect and video each joint before and after sealing. Jetting or driving pipes from the surface, or open-cutting the pavement is not allowed. Install joint sealing materials per the manufacture's recommendations. For hydrophobic urethane foam, drill a minimum of four equally spaced insertion holes through the pipe. Insert mechanical injection packer fittings. Inject the sealing material into the invert/bottom hole first, and then proceed to the upper injection holes. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal the injection holes with epoxy flush with the pipe surface. Remove surplus material.

3. MAN-ENTRY INTERNAL SEALING OF JOINTS

Use flexible seals individually sealed in plastic bags and packed in a manner that will not damage or deform them. Store seals in a cool, dry environment and not exposed to direct sunlight. Examine each seal prior to fitting. Place particular attention on the ribbed sections of the seal. Clean the pipe joint section that will support the seals. Remove debris or deposits from the pipe walls and remove by hydraulic vacuum. Use subaqueous power tools if any hard scale or stubborn debris remains after hand brushing. Clean all joint gaps of debris before any installation is performed. Once cleaned, fill the joint gaps with chemical sealing material as specified in 430-1.3.3 Remove any surplus grout and the surface left flush. Provide a smooth, continuous backing for the seal. Remove any surface imperfections by grinding or scraping. Fill any deep imperfections by properly applying the approved joint filler. Provide a smooth surface for the seal. Pre-mark the seal area to clearly define the seal position. Check the seal for any damage and ensure the test valve is tight before fitting the seal in place. Locate the test valve in the seal at either the 9 o'clock or 3 o'clock position. Position the seal parallel and centered on the joint gap. Before expanding the steel bands in the seal grooves, place stainless steel radius shims underneath the wedge area in the grooves. If two- or three-piece bands are used, temporarily lock the bands into position by means of a special overlap locking device over the wedge area. Use a hydraulic expander to apply pressure to the ends of the retaining bands, and a radius wedge fitting between the exposed gap and the expanded band ends. As the hydraulic expander is positioned with the retaining band, care must be taken to ensure that the band remains in the groove of the elastic seal and does not move or become dislodged. Select a size of wedge having an interference fit between band ends. Tap the wedge (leading edge first) into position, locking in the compression seal. Repeat the procedure on the second retaining band of the seal, allowing 30 minutes between expansions. Each joint must have three retaining bands in place. Once the expanding procedure is complete, tighten the overlap locking device for the wedge, if required, to a torque of 1.25-foot pounds.

2.4 MATERIAL REFUSAL PRESSURE**1. CHEMICAL JOINT SEALING**

Sealant refusal pressure must be a minimum of 5 pounds per square inch. Do not exceed 10 pounds per square inch.

2. FLEXIBLE SEAL TESTING

There are two individual pressure tests applied to the seal before closing the pipeline. The first test is applied after each section has been completed and not before 30 minutes have elapsed after the final fitting of the seal. A pressure of 10 pounds per square inch is applied. Because of the excessive ballooning the center membrane of the seal (that will occur at this higher pressure), a restraining device called a "test band" is fitted over the seal during the test. Soap and water is used to detect any leak. In the second test, 5 pounds per square inch is introduced through the valve. This pressure is sustained while a soap and water test is applied to outer edge and entire body of the seal. The Engineer may request proper testing of structural properties of seals or related components before any installation is performed. If any of the seals are tested and found to be defective after installation, replace the defective seals, at no cost to the City.

2.5 RECONSTRUCT INVERT BENCHES

Install the sealant before grouting the structure. Remove all grease, laitance, loose bricks, mortar, unsound concrete, and debris. Water blasting, wet or dry sandblasting, acid washing, and other cleaning agents such as concrete cleaners, degreasers, or other chemicals, may be required to properly clean the surface. Expose sound concrete walls and invert material. Apply non-shrink cement grout to the structure walls. Reconstruct or repair the drainage structure invert bench according to the Florida Department of Transportation (FDOT) Standard Plans Index 430.

2.6 FINAL ACCEPTANCE

Submit all warranties provided by the manufacturer for the specific products included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the City. Submit all documents associated with or describing any such warranties to the City along with other project final acceptance documents and deemed to be a part of the required final acceptance documentation. Do not take any action or fail to act in any way which voids any such warranties. All subcontracts must contain similar provisions which require subcontractors to assign any such warranties to the City.

2.7 METHOD OF MEASUREMENT

The quantity to be paid for will be the number of joints, per each, cleaned, sealed and accepted by the Engineer.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Price and payment will be full compensation for all work specified under this section including all ancillary items to complete the work.

END OF SECTION

EXHIBIT B

CITY OF OVIEDO STORM SEWER REHABILITATION BID NO. 24-20 REVISED BID FORM

Item No.	Description	Unit	Quantity	Unit Price (\$)	Total Price (\$)
Group 1 Purchase and Install of RICIPP					
1	12 in x 6 mm pipe	LF	1	\$87.75	\$87.75
2	12 in x 7.5 mm pipe	LF	1	\$95.00	\$95.00
3	12 in x 9 mm pipe	LF	1	\$99.75	\$99.75
4	15 in x 6 mm pipe	LF	1	\$100.25	\$100.25
5	15 in x 7.5 mm pipe	LF	1	\$105.00	\$105.00
6	15 in x 9 mm pipe	LF	1	\$113.00	\$113.00
7	18 in x 6 mm pipe	LF	1	\$118.25	\$118.25
8	18 in x 7.5 mm pipe	LF	1	\$121.25	\$121.25
9	18 in x 9 mm pipe	LF	1	\$127.50	\$127.50
10	24 in x 7.5 mm pipe	LF	1	\$155.75	\$155.75
11	24 in x 9 mm pipe	LF	1	\$161.75	\$161.75
12	24 in x 10.5 mm pipe	LF	1	\$176.50	\$176.50
13	24 in x 12 mm pipe	LF	1	\$189.75	\$189.75
14	24 in x 13.5 mm pipe	LF	1	\$203.25	\$203.25
15	24 in x 15 mm pipe	LF	1	\$217.25	\$217.25
16	30 in x 9 mm pipe	LF	1	\$197.25	\$197.25
17	30 in x 10.5 mm pipe	LF	1	\$209.00	\$209.00
18	30 in x 12 mm pipe	LF	1	\$228.00	\$228.00
19	30 in x 13.5 mm pipe	LF	1	\$242.25	\$242.25
20	30 in x 15 mm pipe	LF	1	\$160.75	\$160.75
21	30 in x 16.5 mm pipe	LF	1	\$280.00	\$280.00
22	36 in x 10.5 mm pipe	LF	1	\$239.50	\$239.50
23	36 in x 12 mm pipe	LF	1	\$257.25	\$257.25
24	36 in x 13.5 mm pipe	LF	1	\$279.75	\$279.75
25	36 in x 15 mm pipe	LF	1	\$302.00	\$302.00
26	36 in x 16.5 mm pipe	LF	1	\$324.25	\$324.25
27	36 in x 18 mm pipe	LF	1	\$346.25	\$346.25

28	42 in x 10.5 mm pipe	LF	1	\$342.50	\$342.50
29	42 in x 12 mm pipe	LF	1	\$355.50	\$355.50
30	42 in x 13.5 mm pipe	LF	1	\$371.00	\$371.00
31	42 in x 15 mm pipe	LF	1	\$388.00	\$388.00
32	42 in x 16.5 mm pipe	LF	1	\$410.50	\$410.50
33	42 in x 18 mm pipe	LF	1	\$430.00	\$430.00
34	48 in x 12 mm pipe	LF	1	\$437.00	\$437.00
35	48 in x 13.5 mm pipe	LF	1	\$456.75	\$456.75
36	48 in x 15 mm pipe	LF	1	\$472.75	\$472.75
37	48 in x 16.5 mm pipe	LF	1	\$488.25	\$488.25
38	48 in x 18 mm pipe	LF	1	\$503.75	\$503.75
39	48 in x 19.5 mm pipe	LF	1	\$514.75	\$514.75
40	48 in x 21 mm pipe	LF	1	\$534.50	\$534.50
41	48 in x 22.5 mm pipe	LF	1	\$554.75	\$554.75
42	48 in x 24 mm pipe	LF	1	\$575.50	\$575.50
43	54 in x 12 mm pipe	LF	1	\$652.75	\$652.75
44	54 in x 13.5 mm pipe	LF	1	\$652.75	\$652.75
45	54 in x 15 mm pipe	LF	1	\$652.75	\$652.75
46	54 in x 16.5 mm pipe	LF	1	\$652.75	\$652.75
47	54 in x 18 mm pipe	LF	1	\$652.75	\$652.75
48	54 in x 19.5 mm pipe	LF	1	\$652.75	\$652.75
49	54 in x 21 mm pipe	LF	1	\$652.75	\$652.75
50	54 in x 22.5 mm pipe	LF	1	\$652.75	\$652.75
51	54 in x 24 mm pipe	LF	1	\$652.75	\$652.75
52	60 in x 12 mm pipe	LF	1	\$709.75	\$709.75
53	60 in x 13.5 mm pipe	LF	1	\$709.75	\$709.75
54	60 in x 15 mm pipe	LF	1	\$709.75	\$709.75
55	60 in x 16.5 mm pipe	LF	1	\$709.75	\$709.75
56	60 in x 18 mm pipe	LF	1	\$709.75	\$709.75
57	60 in x 19.5 mm pipe	LF	1	\$709.75	\$709.75
58	60 in x 21 mm pipe	LF	1	\$709.75	\$709.75
59	60 in x 22.5 mm pipe	LF	1	\$709.75	\$709.75

60	60 in x 24 mm pipe	LF	1	\$709.75	\$709.75
61	72 in x 12 mm pipe	LF	1	\$1,092.25	\$1,092.25
62	72 in x 13.5 mm pipe	LF	1	\$1,092.25	\$1,092.25
63	72 in x 15 mm pipe	LF	1	\$1,092.25	\$1,092.25
64	72 in x 16.5 mm pipe	LF	1	\$1,092.25	\$1,092.25
65	72 in x 18 mm pipe	LF	1	\$1,092.25	\$1,092.25
66	72 in x 19.5 mm pipe	LF	1	\$1,092.25	\$1,092.25
67	72 in x 21 mm pipe	LF	1	\$1,092.25	\$1,092.25
68	72 in x 22.5 mm pipe	LF	1	\$1,092.25	\$1,092.25
69	72 in x 24 mm pipe	LF	1	\$1,092.25	\$1,092.25
SUBTOTAL					\$34,065.50

Group 2 Injection of Flowable Fill					
69	Injection of Flowable Fill into Cavities or Voids along Deficient Storm Sewers	CY	1	\$594.00	\$594.00
SUBTOTAL					\$594.00
Group 3 Injection of Chemical Grout					
70	Injection of Chemical Grout into Cavities or Voids along Deficient Storm Sewers and Drainage Structures	GL	1	\$80.00	\$80.00
SUBTOTAL					\$80.00
Group 4 Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating					
71	Repair, Resurfacing, Sealing of Drainage Structures with a Protective Coating	SY	1	\$250.00	\$250.00
SUBTOTAL					\$250.00
Group 5 Purchase and Installation of Storm Sewer Internal Joint Seals					
72	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 24 in to 48 in.	EA	1	\$100.00	\$100.00

73	Mobilization for job with requirements of installing 1 to 10 internal joint seals for pipe size of 54 in to 72 in.	EA	1	\$100.00	\$100.00
74	Dewatering for job with requirements of installing internal joint seals for pipe size of 24 in to 48 in.	EA	1	\$800.00	\$800.00
75	Dewatering for job with requirements of installing internal joint seals for pipe size of 54 in to 72 in.	EA	1	\$1,600.00	\$1,600.00
76	For 24 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	\$1,562.00	\$1,562.00
77	For 30 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	\$1,897.50	\$1,897.50
78	For 36 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	\$2,392.50	\$2,392.50
79	For 42 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	\$2,805.00	\$2,805.00
80	For 54 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	\$4,125.00	\$4,125.00
81	For 60 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	\$5,060.00	\$5,060.00
82	For 72 in. host pipe, for job with requirement of 1 to 10 internal joint seals	EA	1	\$5,500.00	\$5,500.00
SUBTOTAL					\$25,942.00

Group 6 Pipe Cleaning and Root Cutting

83	Clean Storm Sewer 12"	LF	1	\$4.00	\$4.00
84	Clean Storm Sewer 15"	LF	1	\$4.50	\$4.50
85	Clean Storm Sewer 18"	LF	1	\$6.50	\$6.50
86	Clean Storm Sewer 24"	LF	1	\$7.50	\$7.50
87	Clean Storm Sewer 30"	LF	1	\$10.75	\$10.75
88	Clean Storm Sewer 36"	LF	1	\$13.75	\$13.75

89	Clean Storm Sewer 42"	LF	1	\$17.00	\$17.00
90	Clean Storm Sewer 48"	LF	1	\$20.75	\$20.75
91	Clean Storm Sewer 54"	LF	1	\$29.75	\$29.75
92	Clean Storm Sewer 60"	LF	1	\$35.00	\$35.00
93	Clean Storm Sewer 72"	LF	1	\$45.25	\$45.25
94	Tree Root Cutting Storm Sewer 12"	LF	1	\$5.00	\$5.00
95	Tree Root Cutting Storm Sewer 15"	LF	1	\$6.00	\$6.00
96	Tree Root Cutting Storm Sewer 18"	LF	1	\$7.00	\$7.00
97	Tree Root Cutting Storm Sewer 24"	LF	1	\$8.00	\$8.00
98	Tree Root Cutting Storm Sewer 30"	LF	1	\$10.00	\$10.00
99	Tree Root Cutting Storm Sewer 36"	LF	1	\$12.00	\$12.00
100	Tree Root Cutting Storm Sewer 42"	LF	1	\$12.00	\$12.00
101	Tree Root Cutting Storm Sewer 48"	LF	1	\$12.00	\$12.00
102	Tree Root Cutting Storm Sewer 54"	LF	1	\$12.00	\$12.00
103	Tree Root Cutting Storm Sewer 60"	LF	1	\$12.00	\$12.00
104	Tree Root Cutting Storm Sewer 72"	LF	1	\$12.00	\$12.00
SUBTOTAL					\$302.75
Group 7 Investigation and Video Inspection Services					
105	Storm Sewer Television Inspection 12" to 15" Diameter	LF	1	\$4.00	\$4.00
106	Storm Sewer Television Inspection 18" to 24" Diameter	LF	1	\$8.00	\$8.00
107	Storm Sewer Television Inspection 30" to 36" Diameter	LF	1	\$10.00	\$10.00
108	Storm Sewer Television Inspection 42" to 48" Diameter	LF	1	\$20.00	\$20.00
109	Storm Sewer Television Inspection 54" to 60" Diameter	LF	1	\$25.00	\$25.00
110	Storm Sewer Television Inspection 60" to 72" Diameter	LF	1	\$35.00	\$35.00

General Items: All Groups					
111	Drainage Structure Top Removal (pipes 30" and larger)	EA	1	\$2,000.00	\$2,000.00
112	Plug and Dewater 15" Pipe	EA	1	\$100.00	\$100.00

113	Plug and Dewater 18" Pipe	EA	1	\$150.00	\$150.00
114	Plug and Dewater 24" Pipe	EA	1	\$200.00	\$200.00
115	Plug and Dewater 30" Pipe	EA	1	\$400.00	\$400.00
116	Plug and Dewater 36" Pipe	EA	1	\$600.00	\$600.00
117	Plug and Dewater 42" Pipe	EA	1	\$700.00	\$700.00
118	Plug and Dewater 48" Pipe	EA	1	\$800.00	\$800.00
119	Plug and Dewater 54" Pipe	EA	1	\$100.00	\$100.00
120	Plug and Dewater 60" Pipe	EA	1	\$1,200.00	\$1,200.00
121	Plug and Dewater 72" Pipe	EA	1	\$1,500.00	\$1,500.00
122	Mobilization	%	5		
123	Maintenance of Traffic	%	5		
	SUBTOTAL				\$8,650.00
	GRAND TOTAL				\$69,884.25

Client#: 1924855

FLOTEENV

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/06/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134-5108 305 669-6000		CONTACT NAME: Laura W. or Yomie G. PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): E-MAIL ADDRESS: yomie.gutierrez@usi.com	
INSURED Flotech Environmental, LLC 657 South Dr Ste 401 Miami, FL 33166		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance Co	NAIC # 25445
		INSURER B: Hamilton Insurance	17178
		INSURER C: Federal Insurance Company	20281
		INSURER D: Travelers Property Cas. Co. of America	25674
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	IEPUW0031131600	09/08/2024	09/08/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	54326340	09/08/2024	09/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	ENVXSS463737	09/08/2024	09/08/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	54326341	09/08/2024	09/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liab	X		IEPUW0031131600	09/08/2024	09/08/2025	\$2,000,000 each Occ
A	Professional Liab			IEPUW0031131600	09/08/2024	09/08/2025	2,000,000 each Incident
D	CE-Inland Marine			QT6607S257039TIL	09/08/2024	09/08/2025	\$250,000 Leased/Rented

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

RE: Memo: ITB-24-20; Storm Sewer Rehabilitation

The General Liability, Automobile Liability and Excess Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Oviedo, Florida only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contains a special endorsement (See Attached Descriptions)

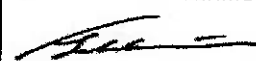
CERTIFICATE HOLDER

CANCELLATION

City of Oviedo, Florida
 400 Alexandria Blvd.
 Oviedo, FL 32765

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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DESCRIPTIONS (Continued from Page 1)

with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Worker Compensation and Excess Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability, Automobile Liability and Workers Compensation policies includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Endorsement No. 10

Effective Date: 09/08/2023@12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: SP004630-03-2023

Insured Name: Flotech Environmental, LLC

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract in effect prior to any related Claim	As required by written contract in effect prior to any related Claim
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **Bodily Injury** or **Property Damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the **Covered Operations** has been completed; or
- (2) That portion of **Your Work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Endorsement No. 9

Effective Date: 09/08/2023 @12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: SP004630-03-2023

Insured Name: Flotech Environmental, LLC

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

The following is added to **SECTION VI, COMMON CONDITIONS**, Paragraph 9, Other Insurance. It supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your Policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Endorsement No. **15**

Effective Date: 09/08/2023@12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: SP004630-03-2023

Insured Name: Flotech Environmental, LLC

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: **\$0**

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SPECIALTY PACKAGE POLICY

SCHEDULE

Name Of Person Or Organization:

As required by written contract in effect prior to any related Claim

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 12.
Subrogation of Section VI – Common Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **Your Work** done under a contract with that person or organization and included in the **Products-Completed Operations Hazard**. This waiver applies only to the person or organization shown in the Schedule above.

Endorsement No. 6

Effective Date: 09/08/2023 @12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: SP004630-03-2023

Insured Name: Flotech Environmental, LLC

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

NOTICE OF CANCELLATION OR MATERIAL CHANGE

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the Specialty Package Policy

In consideration of the premium charged, it is agreed that the Policy is amended by the following additions:

1. The following is added to **SECTION VI, COMMON CONDITIONS**:

We shall provide 30 days written notice (except 10 days for nonpayment of premium) prior to a **Material Change Of Policy Terms** or Cancellation of the Policy to

As required by written contract

2. The following is added to **SECTION VIII, DEFINITIONS**:

Material Change of Policy Terms means a change of the Declarations regarding:

- a. A change in the **Policy Period**, or
- b. A removal of a Coverage Section, or
- c. A removal of any **Named Insured** or Insured specifically identified by name in the policy, or
- d. A reduction of the amount of Limits of Insurance, where said reduction is not the result of the payment of **Claims** or **Claim Expenses**, or
- e. A reduction in the amount of the Policy Aggregate, where said reduction is not the result of the payment of **Claims** or **Claim Expenses**.

All other terms and conditions of the Policy shall apply and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
- However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
- 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: FLOTECH ENVIRONMENTAL, LLC

Endorsement Effective Date: 09/08/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “Other Insurance” of Item B. – “General Conditions” under Section IV – “Business Auto Conditions”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

Workers' Compensation and Employers' Liability Policy

Named Insured FLOTECH ENVIRONMENTAL, LLC 657 SOUTH DRIVE, SUITE #401 MIAMI SPRINGS FL 33166	Endorsement Number
	Policy Number Symbol: DCS Number: (24)5432-63-41
Policy Period 09-08-2023 TO 09-08-2024	Effective Date of Endorsement 09-08-2023
Issued By (Name of Insurance Company) PACIFIC INDEMNITY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**EARLIER NOTICE OF CANCELLATION
OR NONRENEWAL PROVIDED BY US**

A. Under Condition D. Cancellation of Part Six, the time period is amended as follows:

We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

1. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
2. 60 days before the effective date of cancellation if we cancel for any other reason.

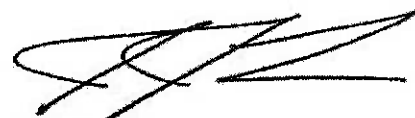
B. Under Part Six - Conditions of the policy, the following is added:

Notice of Nonrenewal

When we do not renew this policy, we will mail or deliver to you written notice of the nonrenewal at Least 60 days before the expiration date. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

State Exceptions

California Not Applicable



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured FLOTECH ENVIRONMENTAL, LLC 657 SOUTH DRIVE, SUITE #401 MIAMI SPRINGS FL 33166	Endorsement Number Policy Number Symbol: WCF Number: 5432-63-41
Policy Period 09/08/2023 to 09/08/2024	Effective Date of Endorsement 09/08/2023
Issued By (Name of Insurance Company) FEDERAL INSURANCE	
<small>Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.</small>	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 267.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

Res4492-24 Ex1 Flotech Environmental Goods and Services Agreement_MS-JAV

Final Audit Report


2024-10-14

Created:	2024-09-17
By:	Abel Velasco (AVelasco@cityofoviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuh7tgBQxExrzUTuSko5GloJNJoBmqBas

"Res4492-24 Ex1 Flotech Environmental Goods and Services Agreement_MS-JAV" History

 Document created by Abel Velasco (AVelasco@cityofoviedo.net)

2024-09-17 - 7:06:00 PM GMT- IP address: 68.208.87.162

 Document emailed to David Hall (dwhall@stenstrom.com) for signature

2024-09-17 - 7:25:33 PM GMT

 Email viewed by David Hall (dwhall@stenstrom.com)

2024-09-17 - 9:04:57 PM GMT- IP address: 209.170.236.218

 Document e-signed by David Hall (dwhall@stenstrom.com)


Signature Date: 2024-09-17 - 9:45:04 PM GMT - Time Source: server- IP address: 209.170.236.218

 Document emailed to estimating@flotechllc.com for signature

2024-09-17 - 9:45:08 PM GMT

 Email viewed by estimating@flotechllc.com

2024-09-17 - 9:45:14 PM GMT- IP address: 40.78.42.207

 Abel Velasco (AVelasco@cityofoviedo.net) added alternate signer Jose Ferre (jose.a.ferre@flotechllc.com). The original signer estimating@flotechllc.com can still sign.

2024-09-19 - 6:23:59 PM GMT- IP address: 68.208.87.162

 Document emailed to Jose Ferre (jose.a.ferre@flotechllc.com) for signature

2024-09-19 - 6:23:59 PM GMT

 Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)

2024-09-20 - 4:20:52 AM GMT- IP address: 104.28.57.242

 Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)

2024-10-01 - 2:29:13 AM GMT- IP address: 104.28.57.244

 Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)

2024-10-02 - 5:33:50 AM GMT- IP address: 172.226.190.15

 Email viewed by Jose Ferre (jose.a.ferre@flotechllc.com)

2024-10-04 - 5:06:44 AM GMT- IP address: 172.226.190.60

 New document URL requested by estimating@flotechllc.com

2024-10-11 - 3:25:35 PM GMT- IP address: 23.122.189.121

 Signer estimating@flotechllc.com entered name at signing as Jose L. Ferre

2024-10-11 - 3:34:49 PM GMT- IP address: 23.122.189.121

 Document e-signed by Jose L. Ferre (estimating@flotechllc.com)

Signature Date: 2024-10-11 - 3:34:51 PM GMT - Time Source: server- IP address: 23.122.189.121

 Document emailed to Yinet Quintana (yinet.quintana@flotechllc.com) for signature

2024-10-11 - 3:34:55 PM GMT

 Email viewed by Yinet Quintana (yinet.quintana@flotechllc.com)

2024-10-11 - 3:57:36 PM GMT- IP address: 104.47.58.126

 Document e-signed by Yinet Quintana (yinet.quintana@flotechllc.com)

Signature Date: 2024-10-11 - 3:58:05 PM GMT - Time Source: server- IP address: 23.122.189.121

 Document emailed to msladek@cityofoviedo.net for signature

2024-10-11 - 3:58:09 PM GMT

 Email viewed by msladek@cityofoviedo.net

2024-10-11 - 4:19:16 PM GMT- IP address: 174.212.32.33

 Signer msladek@cityofoviedo.net entered name at signing as Megan Sladek


2024-10-11 - 4:20:07 PM GMT- IP address: 174.212.32.33

 Document e-signed by Megan Sladek (msladek@cityofoviedo.net)

Signature Date: 2024-10-11 - 4:20:09 PM GMT - Time Source: server- IP address: 174.212.32.33


 Document emailed to Elianne Rivera (erivera@cityofoviedo.net) for signature

2024-10-11 - 4:20:13 PM GMT

 Abel Velasco (AVelasco@cityofoviedo.net) added alternate signer Madelyn Bui (mbui@cityofoviedo.net). The original signer Elianne Rivera (erivera@cityofoviedo.net) can still sign.

2024-10-14 - 11:21:42 AM GMT- IP address: 68.208.87.162



 Document emailed to Madelyn Bui (mbui@cityofviedo.net) for signature

2024-10-14 - 11:21:43 AM GMT

 Email viewed by Madelyn Bui (mbui@cityofviedo.net)

2024-10-14 - 11:43:51 AM GMT- IP address: 68.208.87.162

 Document e-signed by Madelyn Bui (mbui@cityofviedo.net)

Signature Date: 2024-10-14 - 11:46:28 AM GMT - Time Source: server- IP address: 68.208.87.162

 Agreement completed.

2024-10-14 - 11:46:28 AM GMT



REFERENCE FORM - ORANGE COUNTY, FLORIDA

IMPORTANT NOTICE: The county will contact the references provided and will reject references for similar projects that it is unable to independently verify. A minimum quantity of references is specified in the county's solicitation document.

Company Name: Fiotech Environmental, LLC.

Solicitation No: Y24-134

Respondents may use excess spaces below to provide additional references in support of qualification, additional references are recommended but not required. All references submitted shall adhere to the solicitation requirements for qualification.

RESPONDENTS ARE ADVISED TO CONFIRM :

(a) each reference provided by the respondent has up to date contact persons and contact information;

(b) the contact person provided for each reference provided by the respondent is someone who has personal knowledge of the respondent's performance during the referenced project; and

(c) the contact person for each reference has been contacted by the respondent regarding this specific solicitation submittal and confirmed their willingness to serve as a reference.

	REFERENCE NO. 1	REFERENCE NO. 2	REFERENCE NO. 3
Project Name:	Broward County Project 512, Improvements to Pine Island Road	Parkview Island Manhole Rehabilitation	ICV Storm Drain Maintenance & Repairs
Owner/Client:	M.Villa & Associates	Metro Equipment Services, Inc.	Indian Creek Village
Contact Name:	Martin Villa	Daniel Gonzalez	Roseann Prado
Contact Email:	martinvilla3@gmail.com	dga@metro-us.com	rp@icvccv.org
Contact Phone:	305-450-6671	Office: 305-740-3303 Ext: 108; Cell: 786-663-2811	305-965-4121
Owner/Client Address:	8215 NW 180 Street Hialeah, FL 33015	9425 SW 72 ST Suite 150 Miami, FL 33173	9080 Bay Drive, Indian Creek Village, FL 33154
Contract Amount:	\$ 310,135.75	\$ 30,000.00	\$ 52,491.00
Change Orders:	No	No	No
Completed on Schedule: Indicate Yes or No	Yes	Yes	Yes
Completion Date:	2013 - Feb 2014	Mar 2014	2013 to Jan 2014
Description/Scope of Work	Install CIPP liner in non-reinforced storm drain pipe S23A to S24, including pre + post CIPP cleaning & CCTV inspection.	Manhole rehabilitation	Rehabilitation of storm drain pipes via CIPP and SCIPP, including pre & Post CIPP cleaning & CCTV Inspection
Remarks:	6,804 LF storm drainage desilting and CCTV inspection, 50 LF CIPP lining, 220 LF chemical grout sealing, chemical grout sealing of 10 structures/manholes	204 LF chemical grout sealing, 1700 SF of epoxy coating	6500 LF storm drainage desilting and CCTV inspection, 425 LF CIPP lining, 60 LF chemical grout sealing

REFERENCE FORM - ORANGE COUNTY, FLORIDA

Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

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	REFERENCE NO. 4	REFERENCE NO. 5	REFERENCE NO. 6
Project Name:	Palm Beach County Crack Injection Sealing Digester 1, ECR Water Reclamation Facility	Broward County Project 2017-1-183 Riverland Road Phase II Drainage Improvements	E4S67
Owner/Client:	Integ-Crete Construction	DP Development, LLC.	FDOT District 4, Broward Operations
Contact Name:	Joel Percy	Tiffany C. Martinez	Inna Leskovykh
Contact Email:	joel@integcrete.com	tiffany@dpdevelopment.com	inna.leskovykh@dot.state.fl.us
Contact Phone:	772-252-5285	561-370-2604	954-958-7688
Owner/Client Address:	10550 W Midway Rd, Fort Pierce, FL 34945	2240 NW 22nd St., Pompano Beach, FL 33069	3400 W Commercial Blvd, Fort Lauderdale, FL 33309
Contract Amount:	\$ 31,259.88	\$ 31,625.00	\$ 675,696.48
Change Orders:	No	No	Yes, Supplemental Agreement
Completed on Schedule: Indicate Yes or No	Yes	Yes	Yes
Completion Date:	Oct 2016	Dec 2018	Apr 2020
Description/Scope of Work	Crack injection of digester tanks	Desilting and pipe liner CIPP Rehabilitation	Cleaning, evaluating, repairing leaks and collecting GIS data for drainage systems on state primary roads
Remarks:	1466 LF chemical grout sealing	275 LF of cleaning, CCTV inspection and CIPP lining	463 LF pipe liner, 0-24"; 252 LF pipe liner, 25-36"; 118,818 LF storm drainage desilting and CCTV inspection

	REFERENCE NO. 7	REFERENCE NO. 8	REFERENCE NO. 9
Project Name:	Miami-Dade County RPQ M2016-031.01, Port of Miami MH Rehabilitation	Y17-1119: Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services	City of Palm Bay, San Filippo Manhole Coating
Owner/Client:	Lanzo Construction Co Florida	Orange County Public Works, Roads & Drainage Division	Bradley Construction Co. Inc. / Southern Builders of Florida
Contact Name:	Robert "Bobby" Bucci	Michael Baker	Nathan Cosgray

REFERENCE FORM - ORANGE COUNTY, FLORIDA

IMPORTANT NOTICE: The county will contact the references provided and will reject references for similar projects that it is unable to independently verify. A minimum quantity of references is specified in the county's solicitation document.

Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

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Contact Email:	BobhyR@lanzo.org	Michael.Baker@ocfl.net MSG	prncgty@bradleyconstruction.com
Contact Phone:	754-260-5395	407-836-7853	727-442-3117
Owner/Client Address:	125 SE 5th Ct, Deerfield Beach, FL 33441	4200 S. John Young Parkway, Orlando, FL 32839	2119 NE Coachman Road, Clearwater, FL 33765
Contract Amount:	\$ 143,061.60	\$ 3,964,106.00	\$ 26,300.00
Change Orders:	No	No	No
Completed on Schedule: Indicate Yes or No	Yes	Yes	Yes
Completion Date:	Aug 2020	Nov 2020	Apr 2021
Description/Scope of Work	Rehabilitation of sanitary sewer structures	Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services	Manhole coating installation and prep
Remarks:	5,900 sq ft of manhole repair and rehabilitation with epoxy, 708 LF chemical grout sealing	336K LF stormwater pipe cleaning & CCTV Inspection (15 to 84 in.); 2.8K LF storm pipe joints sealed (15 to 72 in.); 36K CF cement based grout injection / void sealing; 1.4K leak tests performed (1' to 20'); emergency calls, as requested by County	700 sq ft of manhole repair and rehabilitation with epoxy

	REFERENCE NO. 10	REFERENCE NO. 11	REFERENCE NO. 12
Project Name:	City of Fort Lauderdale RFQ No. 466-11799, Wastewater Conveyance System Long Ter Rehabilitation (Inflow & Infiltration Contract); 12214-I&I Program	E4U40	ITB 044-0-2020/RS: Stormwater Pipe Assessment & Repair Project
Owner/Client:	Lanzo Construction Co Florida	FDOT District 4, Treasure Coast Operations	Sumter County Board of Commission
Contact Name:	Robert "Bobby" Bucci	Maria Marquez M	Shailesh Patel
Contact Email:	BobbyB@lanzo.org	Maria.Marquez@dot.state.fl.us	Shailesh.Patel@sumtercountyfl.gov
Contact Phone:	754-260-5395 B	772.429.4911 (office), 772.925.9936 (cell)	352-689-4400 M
Owner/Client Address:	125 SE 5th Ct, Deerfield Beach, FL 33441	3601 Oleander Avenue, Fort Pierce, FL 34982	7375 Powell Road, Wildwood, FL 34785
Contract Amount:	\$ 37,700.06	\$ 225,000.00	582,758.51
Change Orders:	No	Yes, Increase 25,000.00	Yes, Increase contract value by \$24,000.00

REFERENCE FORM - ORANGE COUNTY, FLORIDA

Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

IMPORTANT NOTICE: The county will contact the references provided and will reject references for similar projects that it is unable to independently verify. A minimum quantity of references is specified in the county's solicitation document.

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RESPONDENTS ARE ADVISED TO CONFIRM :	(a) each reference provided by the respondent has up to date contact persons and contact information;	(b) the contact person provided for each reference provided by the respondent is someone who has personal knowledge of the respondent's performance during the referenced project; and	(c) the contact person for each reference has been contacted by the respondent regarding this specific solicitation submittal and confirmed their willingness to serve as a reference.
Completed on Schedule: Indicate <u>Yes</u> or <u>No</u>	Yes	Yes	Yes
Completion Date:	May 2021	Jun 2021	Sep 2021
Description/Scope of Work	Rehabilitation of structures with epoxy (Basin 18A)	Desilting pipe (0 to 24 in.); desilting concrete box culvert; chemical grout repair; cleaning manholes & inlets, pipe liner, spray application; pipe liner cured-in-place; pipe liner slip liner; storm sewer inspection video	Stormwater pipe cleaning, CCTV inspection, pipe lining, pressurized crack grouting, manual grout repairs to pipe & manhole, internal band seals
Remarks:	700 sq ft of manhole repair and rehabilitation with epoxy, 1500 SF epoxy coating of structures	192.3 LF CIPP lining	1779 LF CIPP lining

	REFERENCE NO. 13	REFERENCE NO. 14	REFERENCE NO. 15
Project Name:	Commercial Blvd Outfall Pipe	E7N62-R0	E1U34
Owner/Client:	Kailas Contractors	FDOT District 7, Pinellas Operations	FDOT District 1, Heartland Operations
Contact Name:	Susana Bernal	Philip Fletcher	Cheryl Court
Contact Email:	chbernal@kailascontractors.com	Philip.Fletcher@dot.state.fl.us	Cheryl.Court@dot.state.fl.us SUPV
Contact Phone:	954-632-0165	727-575-8309 M	863-491-1815 EDDIE KING - CM - FDOT 863-093-5435
Owner/Client Address:	10388 West State Road 84, Davie, FL 33324	5211 Ulmerton Rd, Clearwater, FL 33760	190 West Oak Street Arcadia, FL 34266
Contract Amount:	\$ 23,988.00	\$ 245,107.00	\$ 227,580.66 NOTHING BAA TO SAY
Change Orders:	No	No	No
Completed on Schedule: Indicate <u>Yes</u> or <u>No</u>	Yes	Yes	OVERALL GOOD - LINING WENT WELL - MANHOLE SHOULD HAVE BEEN REPLACED
Completion Date:	Oct 2021	Dec 2021	Sep 2022 GOOD INSPECTION
Description/Scope of Work	Cured In Place Pipe, 30" x 9mm on Commercial Blvd.	Pipe repair and maintenance, including manhole & inlet cleaning and repair, pipe desilting and CIPP lining	Pipe lining, repair, desilting and video inspection

REFERENCE FORM - ORANGE COUNTY, FLORIDA

Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

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	(a) each reference provided by the respondent has up to date contact persons and contact information;	(b) the contact person provided for each reference provided by the respondent is someone who has personal knowledge of the respondent's performance during the referenced project; and	(c) the contact person for each reference has been contacted by the respondent regarding this specific solicitation submittal and confirmed their willingness to serve as a reference.
Remarks:	158 LF CIPP Lining	1779 LF CIPP lining	1156.5 LF CIPP lining

	REFERENCE NO. 16	REFERENCE NO. 17	REFERENCE NO. 18
Project Name:	Broward County PNC2122793B1	ITB-035-0-2021: Storm Sewer Pipe Repair Assessment, Base Yr + Renewal Yr-1	IFB 53-17-18
Owner/Client:	DP Development, LLC.	Sumter County Board of Commission	City of North Miami, Public Works
Contact Name:	Tiffeny C. Martinez	Shailesh Patel	Chuks Okereke, P.E., MSCE
Contact Email:	tiffeny@dpdevelopment.com	Shailesh.Patel@sumtercountyfl.gov	okereke@northmiami.org
Contact Phone:	561-370-2604	352-689-4400	Office: 305-893-6511, Ext. 15002; Direct: 305-895-9834
Owner/Client Address:	2240 NW 22nd St., Pompano Beach, FL 33069	7375 Powell Road, Wildwood, FL 34785	1815 NE 150 Street, North Miami, FL 33181
Contract Amount:	\$ 563,701.25	\$561,650/annual term	\$ 1,650,723.94
Change Orders:	No	No	Supplemental Agreement to extend contract for an additional year (thru 2022)
Completed on Schedule: Indicate Yes or No	Yes	Yes	Yes
Completion Date:	Sep 2022	Sep 2022 (base year)	Oct 2022
Description/Scope of Work	CIPP lining of Riverside Drive between Royal Palm Blvd and Atlantic Blvd	29K LF stormwater pipe cleaning & CCTV inspection (0-60 in.); 718 LF pipe lining (0 to 60 in.); pressurized crack grouting (0 to 61 in.); manual grout repairs to pipe & manhole; internal band seals	Cleaning, CCTV inspection, inspection, cleaning and repair of manholes.
Remarks:	2792 LF CIPP lining, 12" to 36"	1,166 LF CIPP lining, 0 to 48"	200 sq ft. of manhole repair and rehabilitation with epoxy

	REFERENCE NO. 19	REFERENCE NO. 20	REFERENCE NO. 21
Project Name:	Y20-102-RM: Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services	E5V32	E7P38-R0

REFERENCE FORM - ORANGE COUNTY, FLORIDA

Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

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Owner/Client:	Orange County Public Works, Roads & Drainage Division	FDOT District 5, Brevard Operations	FDOT District 7, Pinellas Operations
Contact Name:	Michael Baker	Kelly Moss	Philip Fletcher
Contact Email:	Michael.Baker@ocfl.net	Kelly.Moss@dot.state.fl.us	Philip.Fletcher@dot.state.fl.us
Contact Phone:	407-836-7853	321-634-6117 (direct), 321-634-6100 (office), 321-200-2762 (cell)	727-575-8309
Owner/Client Address:	4200 S. John Young Parkway, Orlando, FL 32839	555 Camp Road, M/S 590, Cocoa, FL 32927	5211 Ulmerton Rd, Clearwater, FL 33760
Contract Amount:	\$ 4,413,368.05	\$ 501,232.00	\$ 172,479.30
Change Orders:	No	Yes. Add on scope (CIPP lining)	No
Completed on Schedule: Indicate <u>Yes</u> or <u>No</u>	Yes	Yes	Yes
Completion Date:	Jan 2023	Feb 2023	May 2023
Description/Scope of Work	Stormwater Pipe Video Inspection, Cleaning, Sealing & Related Services	Desilting pipe (0 to 36 in.); cleaning & sealing existing pipe joint (15 to 36 in.); cleaning manholes & inlets, repairing leaks in manholes & inlets; desilting pipe underdrains (4 to 6 in.); storm sewer inspection video (0 to 36 in.); cured-in-place pipe liner (0 to > 61 in.)	Pipe repair and maintenance
Remarks:	199K LF stormwater pipe cleaning (15 to 84 in.); 195K CCTV inspection (15 to 84 in.); 980 LF box culvert cleaning; 2.7K storm pipe joints sealed (15 to 72 in.); 99.5K CF cement based grout injection / void sealing; 1.7K leak tests performed (1' to 20'); emergency calls, as requested by County	415 LF CIPP lining, 0-36"	1,149.3 LF CIPP, 0 to 48"

	REFERENCE NO. 22	REFERENCE NO. 23	REFERENCE NO. 24
Project Name:	E1V45-R0	City of Fort Lauderdale NE 15 Avenue & Poinsettia Drive Stormwater Improvements Project	City of Fort Lauderdale Holiday Drive Stormwater Improvements Project
Owner/Client:	FDOT District 1, Manatee Operations	Southeastern Engineering Contractors, Inc.	Southeastern Engineering Contractors, Inc.
Contact Name:	Michael Adams	Fredy Vargas	Fredy Vargas
Contact Email:	Michael.adams@dot.state.fl.us	fred@seengineering.com	fred@seengineering.com
Contact Phone:	941-708-4448	305-557-4226, ext 4	305-557-4226, ext 4
Owner/Client Address:	14000 SR 64 East, Bradenton, FL 34212	12054 NW 98th Ave, Hialeah, FL 33018	12054 NW 98th Ave, Hialeah, FL 33018

REFERENCE FORM - ORANGE COUNTY, FLORIDA

Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

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Contract Amount:	\$ 538,622.50	\$ 17,500.00	\$ 17,500.00
Change Orders:	No	No	No
Completed on Schedule: Indicate <u>Yes</u> or <u>No</u>	Yes	Yes	Yes
Completion Date:	Jul 2023	Sep 2023	Sep 2023
Description/Scope of Work	<p><i>FINISHING TIMELY & PROFESSIONAL</i></p> <p>Pipe repair, lining, subsurface grout, polyurethane injections and structure sealing</p> <p><i>GOOD PEOPLE TO WORK WITH</i></p>	CIPP @ 1900 NE 15th Ave	CIPP @ 1900 NE 15th Ave
Remarks:	2989.5 LF CIPP lining, 0 to 48"	91.9 LF of CIPP, 15"	51 LF of CIPP, 15"

	REFERENCE NO. 25	REFERENCE NO. 26	REFERENCE NO. 27
Project Name:	Niche Apartments	E56C2	E5X17
Owner/Client:	SiteCrafters of Florida	FDOT District 5, DeLand Operations	FDOT District 5
Contact Name:	Ted Kempton	Daniel Riera Carbo	Alison Rodriguez
Contact Email:	ted@sitecraftersfl.com	Daniel.Riera.carbo@dot.state.fl.us	Alison.Rodriguez@dot.state.fl.us
Contact Phone:	813-280-9039	Office: 321-319-8124; Cell: 407-361-8211	Office: 386-740-3425 Cell: 386-279-9598
Owner/Client Address:	3242 Henderson Blvd, Tampa, FL 33609	420 W. Landstreet Road, Orlando, FL 32824	1650 N. Kepler Blvd., DeLand, FL 32724
Contract Amount:	\$ 47,515.40	\$ 750,000.00	\$ 500,000.00
Change Orders:	No	No	No
Completed on Schedule: Indicate <u>Yes</u> or <u>No</u>	Yes	Yes	Yes
Completion Date:	Aug 2023	Ongoing	Ongoing

REFERENCE FORM - ORANGE COUNTY, FLORIDA

Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

IMPORTANT NOTICE: The county will contact the references provided and will reject references for similar projects that it is unable to independently verify. A minimum quantity of references is specified in the county's solicitation document.

Respondents may use excess spaces below to provide additional references in support of qualification, additional references are recommended but not required. All references submitted shall adhere to the solicitation requirements for qualification.

RESPONDENTS ARE ADVISED TO CONFIRM:			
(a) each reference provided by the respondent has up to date contact persons and contact information;			
(b) the contact person provided for each reference provided by the respondent is someone who has personal knowledge of the respondent's performance during the referenced project; and			
(c) the contact person for each reference has been contacted by the respondent regarding this specific solicitation submittal and confirmed their willingness to serve as a reference.			
Description/Scope of Work	Installation of CIPP, pre & post CIPP installation cleaning and CCTV inspection	Drainage system repairs	Culvert pipe and manhole repair, pipe lining, joint sealing, desilting and video on various state roadways
Remarks:	245 LF CIPP Lining, 15"	260 LF CIPP lining, 0 to 24"	613.6 LF CIPP lining, 320 LF slip liner

	REFERENCE NO. 28	REFERENCE NO. 29	REFERENCE NO. 30
Project Name:	E5X53	E4W11	BEC65: Storm Drain Video Inspection Services at Various Locations Along Florida's Turnpike System
Owner/Client:	FDOT District 5, DeLand Operations	FDOT District 4, Treasure Coast Operations	FDOT District 8, Turnpike Enterprise
Contact Name:	Daniel Riera Carbo	Maria Marquez	Erin Yao
Contact Email:	Daniel.RieraCarbo@dot.state.fl.us	Maria.Marquez@dot.state.fl.us	Erin.Yao@dot.state.fl.us
Contact Phone:	Office: 321-319-8124; Cell: 407-361-8211	Office: 772.429.4911; Cell: 772.925.9936	407-264-3479 (office), 407-756-7063 (cell)
Owner/Client Address:	420 W. Landstreet Road, Orlando, FL 32824	3601 Oleander Avenue, Fort Pierce, FL 34982	MP 263, Bldg 5315, Ocoee, FL 34761
Contract Amount:	\$ 400,000.00	\$ 300,000.00	Work order based, 1,672,723.60 assigned to date, 1,130,596.00 completed to date
Change Orders:	No	No	0
Completed on Schedule: Indicate Yes or No	Yes	Yes	Yes
Completion Date:	Ongoing	Ongoing	As of Mar 2023
Description/Scope of Work	Desilting, video inspections and repairs of drainage facilities	Drainage repairs and improvements on primary state roads	Desilting & CCTV video inspection of pipes (0 to >61 in); desilting & CCTV video inspection of box culvert
Remarks:	215 LF CIPP lining, 0-60"	952.8 LF CIPP, 0 to 36"	Desilting & CCTV video inspection of pipes (0 to >61 in); desilting & CCTV video inspection of box culvert

REFERENCE FORM - ORANGE COUNTY, FLORIDA

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Company Name: Flotech Environmental, LLC.

Solicitation No: Y24-134

Respondents may use excess spaces below to provide additional references in support of qualification, additional references are recommended but not required. All references submitted shall adhere to the solicitation requirements for qualification.

RESPONDENTS ARE ADVISED TO CONFIRM :

(a) each reference provided by the respondent has up to date contact persons and contact information;

(b) the contact person provided for each reference provided by the respondent is someone who has personal knowledge of the respondent's performance during the referenced project; and

(c) the contact person for each reference has been contacted by the respondent regarding this specific solicitation submittal and confirmed their willingness to serve as a reference.

	REFERENCE NO. 31	REFERENCE NO. 32	REFERENCE NO. 33
Project Name:	RFP No: 22-0726200	No 23-00246	ITB-22-09
Owner/Client:	City of Opa-locka, Public Works & Utilities Department	City of Wildwood, Public Works	Miami-Dade Expressway Authority
Contact Name:	Owen Carney	Thomas Rigwood, Valorie Hodges	Oriando Sanchez
Contact Email:	ocarney@opalockafl.gov	trigwood@wildwood-fl.gov , vhodges@wildwood-fl.gov	osanchez@earconsult.com
Contact Phone:	O: (305) 953-2828 Ext.: 3004, C: (786) 877-4015	352-330-1343 ext. 401	O: 305-265-5488, C: 305-762-2667
Owner/Client Address:	12950 Lejeune (N.W. 42nd Ave), Opa-locka, Florida 33054	100 N. Main Street, Wildwood, FL 34785	5959 Blue Lagoon Drive, Suite 410, Miami, FL 33126
Contract Amount:	93,501.10	314,484.14	54,385.00
Change Orders:	0	0	0.00
Completed on Schedule: Indicate <u>Yes</u> or <u>No</u>	Yes	Yes	Yes
Completion Date:	Apr-23	Apr-23	Apr-23
Description/Scope of Work	4262 LF Hydro Jet Storm Drain Cleaning; 3447 LF CCTV Storm Pipe. (12 to 24 in.)	32K LF stormwater pipe cleaning & CCTV inspection (0-60 in.)	Pipe desilting, manhole and inlet cleaning and sealing, cleaning of box culverts and other drainage structures
Remarks:	4262 LF Hydro Jet Storm Drain Cleaning; 3447 LF CCTV Storm Pipe. (12 to 24 in.)	32K LF stormwater pipe cleaning & CCTV inspection (0-60 in.)	24,840 LF Desilting Pipe (0 to 36 in.), cleaning and sealing of 304 manholes

	REFERENCE NO. 34
Project Name:	DRM-SCT-2022
Owner/Client:	Miami-Dade Regulatory & Economic Resources
Contact Name:	Mario Lopez

REFERENCE FORM - ORANGE COUNTY, FLORIDA

Company Name: FloTech Environmental, LLC.

Solicitation No: Y24-134

IMPORTANT NOTICE: The county will contact the references provided and will reject references for similar projects that it is unable to independently verify. A minimum quantity of references is specified in the county's solicitation document.

Respondents may use excess spaces below to provide additional references in support of qualification, additional references are recommended but not required. All references submitted shall adhere to the solicitation requirements for qualification.

RESPONDENTS ARE ADVISED TO CONFIRM :	(a) each reference provided by the respondent has up to date contact persons and contact information;	(b) the contact person provided for each reference provided by the respondent is someone who has personal knowledge of the respondent's performance during the referenced project; and	(c) the contact person for each reference has been contacted by the respondent regarding this specific solicitation submittal and confirmed their willingness to serve as a reference.
Contact Email:	Maria.Lopez@flotechenv.com		
Contact Phone:	O: 305-372-6556		
Owner/Client Address:	701 NW 1 Court 5th Floor, Miami, Florida, 33136		
Contract Amount:	628,457.35		
Change Orders:	0		
Completed on Schedule: Indicate Yes or No	Yes		
Completion Date:	Aug-22		
Description/Scope of Work	Cleaning and inspection of slab covered trench and related pipes		
Remarks:	3.5K LF Pipe cleaning (18 to 42+ in), 2.9K LF Cleaning of Slab Covered Trenches, 7.3K LF CCTV Video Inspection (18" to 42+ in.)		

