



Project Manual

ITB-PW-U-14-08

Public Works - Utility

Lime Sludge Removal, Hauling and Disposal Services for WTP2

Due Date/Time: May 20, 2014 at 2:00pm

Please be advised that if you download the following Invitation to Bid we ask that you complete the Plan Holders form (page 1 of the “**View Bid Details**” PDF under this solicitation on the City of Palm Coast website) and e-mail it to dklages@palmcoastgov.com or fax it to 386-986-3724 in order to be added to the Plan Holders list.

Vendors are responsible for determining whether any addenda have been issued. All addenda will be posted on the City’s website: palmcoastgov.com/government/departments/purchasing.

The acknowledgement page of all addenda must be submitted with the Proposal. Please see the “**Required Submittals Packet**”, which is posted on the City’s website under this solicitation, for instructions.

Confidential Materials: Any materials that qualify as “trade secrets” shall be segregated and clearly labeled in order not to be considered Public Record.

InfoAlert: Please note that you can be notified of upcoming solicitations via e-mail by signing up for InfoAlert and selecting “Purchasing ITB, RFP, RFQ” on the Edit My Alerts tab from the following link: <http://infoalert.palmcoastgov.com/login.aspx>.

If you have any questions, please contact Brian Rothwell or David Klages at 386-986-3730.

City of Palm Coast
Purchasing & Contracts Management Division
160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164
palmcoastgov.com/government/purchasing



Submit Bid To: City of Palm Coast Purchasing & Contracts Management Division 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32164	INVITATION TO BID and Bidder Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	ITB-PW-U-14-08 Term Contract for Lime Sludge Removal, Hauling and Disposal Services for WTP2
Pre-Bid Date: N/A Pre-Bid Time: N/A Bid Due Date: May 20, 2014 Bid Due Time: 2:00pm	Location of Public Opening: City of Palm Coast Purchasing & Contracts Management Division 160 Cypress Point Parkway, Suite B-106 Palm Coast, FL 32164
Bidder's Name:	Federal Employer ID Number or SS Number:
Business Address: City: State: Zip:	If returning as “No Submittal”, please return only this page and state why:
Type of Entity: <i>(Circle one)</i> Corporation Partnership LLC Proprietorship Joint Venture Other	Name (printed): Title: Date:
Incorporated in the State of: Telephone Number: Toll Free Telephone Number: Fax Number: E-mail:	X _____ Authorized Signature

The Applicant is expected to completely analyze the information contained in this Invitation to Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Section 1 – General Description of Services

Quantity: 12,000 lbs. or 4.0 cu. yds. per day dry solids

1) **INTRODUCTION/BACKGROUND** – The City of Palm Coast Water Treatment Plant no.2 (WTP#2) is a 6.384 MGD nanofiltration facility (NF). WTP#2 was originally built in 1992 and the phase II plant expansion occurred in 2004. WTP#2 is currently constructing a Zero Liquid Discharge system to recover the concentrate that is being discharged and treat it to drinking water standards. This will be accomplished by the means of lime softening, ultra-filtration, with chloramines as a disinfectant. The sludge will primarily be a calcium (lime) based product and will be dewatered by the means of (2) Ash brook Klampress 94-1.0M filter belt presses. The belt presses will produce cake greater than 50% dry solids at a volume of approximately 12,000 lbs. or 4.0 cu. yds. / per day.

2) **SCOPE OF WORK** –

The City of Palm Coast is soliciting bids from qualified companies to provide lime sludge removal, haul and disposal from Water Plant #2.

The bidder shall quote on removal of Lime Sludge from the belt filter press, located at Water Plant # 2, 50 Citation Drive, Palm Coast FL 32164 on the south west side of the property.

The quote shall be based on a cubic yard price of an estimated + - 12,000 lbs. per day, to be removed to a location approved by the City of Palm Coast Utility Division in accordance with all Local, State and Federal regulations, including Florida Department of Transportation and shall be responsible for any and all environmental requirements for hauling and disposal.

The Contractor shall provide the Water Plant Chief Operator or his designee, a signed totalized sheet documenting the cubic yards of sludge removed from the site on an as needed basis.

- The bidder must perform a site visit prior to submitting bid.
- According to an 81% recovery rate and an average concentrate value of 460,000 gpd we will have an estimated sludge volume of + -12,000 lbs or 4 cu. yds. per day of dry solids.
- The bidder shall provide (2) trucks or trailers required to remove the sludge from the belt press area. One truck/trailer to remain onsite and the other to be put in place under the belt press discharge when emptying the full truck / trailer.
- Sludge is to be removed to a location approved by the City of Palm Coast Utility Division in accordance with **all Local, State and Federal regulations, including Florida Department of Transportation and** shall be responsible for any and all environmental requirements for hauling and disposal. This includes stockpiling sludge in a location to avoid class 3 waterways.
- The successful bidder is responsible for cleaning up any lime that has spilled during the hauling process as directed by the WTP staff
- This bid does not include provisions for a fuel surcharge.

- The selected bidder will be responsible for all documentation relating to processing, disposal and reporting
- The vendor will be responsible for any fines or other costs incurred which result from excess weight of load.
- Sludge hauling hours will be between the hours of 7:00 AM and 5:00 PM Monday through Sunday (including holidays)
- Trucks / trailers must arrive at the City's WTP empty, with the interior of the hauling container clean and in a satisfactory condition to legally haul sludge. The City reserves the right to inspect all trucks prior to loading and may reject unsatisfactory equipment and vehicles.
- Another vendor may be temporarily or permanently chosen at the discretion of the City of Palm Coast to fulfill or supplement the specifications herein. In the event of a breach of terms herein by the vendor, the vendor may be dismissed at the discretion of the City of Palm Coast for up to the duration of this awarded bid, respectively rendering this awarded bid partially, temporarily, or totally ineffective.

Section 2 – Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members, other than the noted contact person(s), regarding this bid at any time prior to the bid having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of the bid.

PUBLIC OPENING: Bids shall be received at the City of Palm Coast Purchasing & Contracts Management Division, 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164 by the specified time and date. The bids shall be opened publically and the names of the Bidders shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Rothwell at 386-986-3771 or at brothwell@palmcoastgov.com at least 48 hours in advance of the Public Opening.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on the Purchasing page of the City's website.

BID SUBMISSION AND WITHDRAWAL: The City will receive bids at the above address. The outside of the envelope/container must be identified with the bid number and title as stated above. The envelope/container must also include the Bidder's name, return address and phone number.

Failure of the Bidder to provide the above information on the outside envelope/container may result in the rejection of the bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located at the front desk of the City of Palm Coast City Offices shall serve as the official authority to determine lateness of the bid.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling 386-986-3770, before the 2:00pm deadline.

Bidders shall submit **TWO (2) COMPLETE SETS** (one (1) original and (1) copy) of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail. Bid shall be identified as *Original* and *Copy*.

Bidders may withdraw their bids by notifying the City in writing at any time prior to the time set for the bid deadline. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the City and will not be returned to the Bidders.

BID SECURITY: A certified check, cashier's check or bid bond shall accompany each bid if the bid amount is one-hundred thousand dollars (\$100,000) or greater. The certified check, cashier's check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the City as a guarantee that the bidder will not withdraw his/her bid for a period of ninety (90) days after bid closing time.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing & Contracts Management Division in writing prior to the due date. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent

decision. Any questions concerning the intent, meaning and interpretations of the Bid documents, including the attached draft agreement, shall be requested in writing, and received by the Purchasing & Contracts Management Division at least seven (7) business days prior to the due date. The City will not be responsible for any oral instructions made by any employee(s) of the City in regard to this bid. All inquiries shall be directed to

Brian Rothwell at Telephone No. 386-986-3771, Fax No. 386-986-3724 or brothwell@palmcoastgov.com.

ADDENDA: Should revisions to the bid documents become necessary, the City will post addenda information on the City's website. All Bidders should check the City's website or contact the Purchasing & Contracts Management Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive. Bidder shall sign, date and return the acknowledgement page of all addenda with their Bid. Addenda information will be posted on the City's website at www.palmcoastgov.com/government/departments/purchasing. **It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.**

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and award criteria herein. The City reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The City reserves the right to reject all bids, to waive any formalities, to solicit and re-advertise for new bids or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City. In evaluating Bids, the City shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS".

Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of the City, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) Non-compliance with the submittal requirements of these Instructions to Bidders.

(h) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to the City of Palm Coast or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Purchasing & Contracts Management procedures, the life safety requirements of the City and other laws, ordinances and regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the City.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement, shall have a minimum of three (3) consistent satisfactory years and/or the Apparent Low Bidder's Owner, Officer, or Share Holder shall have the necessary required experience to be able to bid.
- (j) The type, structure and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five years.
- (n) At the time of opening and upon review of the bid submittals, the City reserves the right to request all required forms/attachments (**other than the bid form and issued addenda**) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their bid to be considered valid.
- (o) Consistent with City of Palm Coast Ordinance 2007-17, the City may give a preference to local businesses in awarding contracts. In evaluating the bids, the amount of the local bidder's bid shall not exceed 5% of the total bid price of other non-local bidders if the cost differential does not exceed \$10,000 for procurement activities in amounts over \$30,000. A business located within the City limits shall receive the bid preference set forth in the Ordinance; however, if no bidder is located within the City limits, the bid preference may be given to a business located within Flagler County.

BID PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any bid submitted to the City which contains information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified and not considered.

CONTRACT ADMINISTRATOR: Under this contract, the City of Palm Coast may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Palm Coast Purchasing Department (which has the overall administrative responsibilities) and the successful bidder.

PACKING SLIPS: or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) City of Palm Coast Purchase Order number, and (d) descriptive information of the equipment delivered including serial number, quantity, number of containers, etc.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the City if sufficient information is submitted by Applicant to allow the City to determine that the Material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of Material and Equipment will not be accepted by the City from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or equipment, Applicant shall indicate this action with his solicitation by making written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. The City may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

The City shall be the sole judge of acceptability and no substitute shall be ordered without the City's acceptance. However, the City reserves the right to reject any proposed substitute which would result in an increase in Contract Price and the City may require Applicant to furnish, at Applicant's expense, a special performance guarantee or other Surety with respect to any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents and that the specifications and all other features of substitute items are suitable for their intended purpose.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any

ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to commencement of Work.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of Bid for the type of goods/services to be provided. Should the Bidder not be fully licensed and certified, his/her bid shall be rejected. If applicable, any permits, licenses or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted on the Purchasing & Contracts Management Division page of the City's website: www.palmcoastgov.com/government/purchasing prior to submission through the appropriate approval process.

BID PROTEST: Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Purchasing & Contract Bid Protests procedures.

A vendor/bidder may protest matters involving the award of this contract within three (3) business days from the posting of the recommendation to award. Failure to protest to the City's Purchasing Manager shall constitute a waiver of protest proceedings.

Any decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Purchasing Manager's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The City will be the sole judge in evaluating compliance with Public Records Law.

PROHIBITION AGAINST CONTINGENT FEES: The Bidder warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Bidder, to solicit or secure this Agreement and that the Bidder has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all bids. The City reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed

that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The City reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available, such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the City. This information will be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM: All Bids shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the Bid opening to allow for the evaluation, selection process and proper execution of the Agreement. If need be, that time may be extended up to an additional ninety (90) days. Extensions of time when Bids shall remain opened beyond the additional ninety-day period may be made only by mutual agreement between the City and the apparent winning Bidder. The successful Bidder must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified, and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. **F.O.B. POINT:** The F.O.B. point shall be destination. Bid responses showing anything other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting and delivery to designated point(s) within the City.

PURCHASING PROCEDURES: The Purchasing & Contract Management Division procedures apply in their entirety with respect to this Bid.

AFFIRMATION: By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation To Bid and the resulting contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements

from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Palm Coast.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing And Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so.

Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it and no agency assumes any liability by virtue of this solicitation.

This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Proposer without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

Section 3 – Instructions for the Preparation of Bids

The Bidder(s) warrants his/her response to this Invitation To Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation To Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed here in order to be considered fully responsive to this bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

REQUIRED SUBMITTALS:

Cover Page (Invitation To Bid – included in the Required Submittals Packet):

- Name of Individual, Partnership, Company, or Corporation submitting bid.
- Signature(s) of representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

Price Schedule: The Bidder shall use the Price Proposal forms included in the Bid Documents. Price Bids not submitted on the attached forms shall render the bid unresponsive.

Attachments:

Conflict of Interest Statement (Attachment A): Complete the form included in this package.

Compliance with the Public Records Law (Attachment B): Complete the form included in this package.

Bidder's Certification (Attachment C): Complete the form included in this package.

Drug-Free Workplace (Attachment D): Complete the form included in this package.

American with Disabilities Act Form (Attachment E): Complete the form included in this package.

References (Attachment F): Complete the form included in this package.

Identical Tie Proposals (Attachment G): Complete the form included in this package.

Summary of Litigation and License Sanctions (Attachment H): Complete the form included in this package.

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment I): Complete the form included in this package.

Certificate of Corporation (Attachment J): Complete the form included in this package.

Public Entity Crime Form (Attachment K): Complete the form included in this package.

Vendor Certification Regarding Scrutinized Companies List (Attachment L): Complete the form included in this package (if applicable).

**Section 4 –
Price Schedule**

Project: **Lime Sludge Removal, Hauling and Disposal Services for WTP2**

City Contract Number: **ITB-PW-U-14-08**

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

CITY/State/Zip: _____

Phone Number: (_____) _____

FAX Number: (_____) _____

ALL PRICES F.O.B. PALM COAST

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____ **(which must be turned in with the bid)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this _____ day of _____, 20_____.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name of person signing form)

(Title of person signing form)

Price for removal, hauling, and disposal services per Cubic Yard: \$ _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment A
Conflict of Interest Statement

STATE OF FLORIDA)

) ss

CITY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.

2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as *ITB-PW-U-14-08 – Lime Sludge Removal, Hauling and Disposal Services for WTP2*.

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

Continued on next page.

**Attachment A
Conflict of Interest Statement (Continued)**

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this _____ day of _____, 20_____.

Signature of Affiant

Typed/Printed Name of Affiant

Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ or produced identification _____ (type of identification).

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment B
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to the City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specify which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City of Palm Coast in the event we are forced to litigate the public records status of the company's documents.

The City shall make final determinations as to Public Records Law Compliance.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: *ITB-PW-U-14-08 – Lime Sludge Removal, Hauling and Disposal Services for WTP2*

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**Attachment C
Bidder's Certification**

I have carefully examined the Invitation To Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of these Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation To Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Purchasing & Contracts Division prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Palm Coast or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: _____

By:

Signature

Name & Title, Typed or Printed

Mailing Address

City, State, Zip Code

Telephone Number

Sworn to and subscribed before me

This _____ day of _____ 20____.

Signature of Notary (& Stamp)

Notary Public, State of _____

Personally Known _____ or

Produced Identification _____
(type of identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment D
Drug-Free Work Place Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ does:

(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Print Name & Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment F References

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ FAX Number _____
Duration of Contract or business relationship _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ FAX Number _____
Duration of Contract or business relationship _____

3. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____ FAX Number _____
Duration of Contract or business relationship _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment G Identical Tie Proposals

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

COMPANY

DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment H
Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment I
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

ITB-PW-U-14-08 – Lime Sludge Removal, Hauling and Disposal Services for WTP2

Organization Name

Name and Title of Authorized Representative

Signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment J
Certificate of Corporation

*Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF _____

FEI NUMBER _____

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____, 20____. The following resolution was duly passed and adopted:

“RESOLVED, that _____ as President of the corporation is hereby authorized to execute the Contract dated _____, 20____, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This _____ day of _____, 20____ .

Corporate Secretary (printed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**Attachment K
Public Entity Crime Form**

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____
by signing below hereby certifies that neither he/she nor the firm of _____
is or has been placed on the convicted vendor list, now or within the period of thirty six (36) months.

Signed By: _____
President/Authorized Agent or Official

Witnessed By: _____

State Of: _____

County Of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, President, Authorized Agent or Official of _____, a Florida Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Commission No. _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment L

Vendor Certification Regarding Scrutinized Companies List

*If bid amount is **less** than one million dollars (\$1,000,000), this form is **not** required.

Respondent Vendor's Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name & Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

This Draft Contract is representative of the contract the successful bidder(s) shall be required to execute. To meet the needs of the City, the contract may be revised during negotiations with the bid winner(s).

CITY OF PALM COAST
SERVICES CONTRACT XXXXXXXXXXXXXXXXXXXX
FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES FOR WTP2

THIS CONTRACT made and entered into the _____ day of _____, 20__ by and between the:

**City of Palm Coast, Florida
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164**

a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

a corporation, authorized to do business in the State of Florida, 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 Invitation to Bid and description of services outlined in Exhibit A; and

WHEREAS, the CITY desires to employ the Contractor for the performance 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 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 services to the CITY; and

WHEREAS, all submissions submitted by the Contractor in the Qualifications/RFP submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

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:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Contract – This document and all subsequent Work Orders between the CITY and CONTRACTOR. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Contract.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

City – The City of Palm Coast, a municipal corporation of the State of Florida holding tax exempt status.

Contractor - To include all principals of the CONTRACTOR including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONTRACTOR to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONTRACTOR to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONTRACTOR, including services provided by partners, subcontractors, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONTRACTOR.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, 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 Contract is beyond the control and without the fault or negligence of the party seeking relief under this Contract.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a Contract are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the Contract.

Submittals – Any item required by this Contract that the CONTRACTOR must provide the CITY either for inclusion as part of this Contract or not.

Type of Service – Lime Sludge Removal, Hauling and Disposal Services.

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONTRACTOR letterhead describing all work associated with the service to be provided by the CONTRACTOR to the CITY for an agreed price referencing this Contract by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Contract are for convenience and reference only and in no way define, limit, describe the scope or intent of this Contract or any part thereof, or in any way affect this Contract or construe any provision of this Contract.

SECTION 3: EXTENT OF CONTRACT/INTEGRATION/AMENDMENT.

(a) This Contract, together with the Exhibits, constitutes the entire integrated Contract between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Contract, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete Contract 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 Contract may only be amended, supplemented, or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties.

(d) The Exhibits made part of this Contract are as follows:

- Exhibit A - Description of Services
- Exhibit B - Certificate of Liability Insurance
- Exhibit C - Draft City Work Order Form
- Exhibit D - ADA Form
- Exhibit E - Price Schedule
- Exhibit F - Business Tax Receipt – (City of Palm Coast)

SECTION 4: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Contract 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 5: CONTRACTOR UNDERSTANDING OF SERVICES REQUIRED.

(a) Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR is familiar with local conditions and with the services to be performed. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Contract. 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 Contract and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a 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 services.

(b) The recitals herein are true and correct and form and constitute a material part of this Contract upon which the parties have relied.

(c) 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 Contract.

(d) Persons employed by the CONTRACTOR in the provision and performance of the services and functions pursuant to this Contract 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.

SECTION 6: GENERAL PROVISIONS.

(a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract, and to undertake all obligations imposed on it. The person(s) executing this Contract for the CONTRACTOR certifies/certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Contract.

(b) This Contract is for Lime Sludge Removal, Hauling and Disposal Services needed for the CITY'S operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(c) The CONTRACTOR acknowledges that the CITY may retain other Contractors to provide the same types of services for CITY projects. The CITY reserves the right to select which Contractor shall provide services for CITY projects.

(d) The CONTRACTOR acknowledges that the CITY has retained other Contractors and the coordination between said Contractors and the CONTRACTOR may be necessary from time to time for the successful completion of each Work Order. The CONTRACTOR agrees to provide such coordination as necessary within the Scope of Services as contained in Section 12; Description of Services.

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

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

(g) CONTRACTOR shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of each Work Order.

(h) Requirements for signing and sealing plans, reports, and documents prepared by the CONTRACTOR shall be governed by the laws and regulations of Flagler County and State Regulatory agencies.

(i) The CONTRACTOR hereby guarantees the CITY that 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.

(j) No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS.

(a) All the services to be provided or performed by the CONTRACTOR shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Contract.

SECTION 8: SUBCONTRACTORS.

- (a) Any CONTRACTOR proposed subcontractor shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- (b) The CONTRACTOR shall coordinate the provision of services and work product of any CITY approved subcontractor and remain fully responsible for such services and work under the terms of this Contract.
- (c) Any subcontract shall be in writing and shall incorporate this Contract and require the subcontractors to assume performance of the CONTRACTOR duties commensurately with the CONTRACTOR'S duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Contract. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONTRACTOR shall not sublet, assign, or transfer any interest in this Contract, or claims for the money due or to become due out of this Contract 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.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF CONTRACT.

- (a) The CONTRACTOR shall commence the provision of services as described in this Contract immediately upon execution of this Contract.
- (b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee 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, 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 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: LENGTH OF CONTRACT.

- (a) The term of this Contract is one (1) year commencing on the date of full execution of this Contract by the parties.
- (b) The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c) CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d) Subsequent to the conclusion of the initial one (1) year term, this Contract may be renewed annually, at the City's discretion, for a maximum of two (2) additional years. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

(a) The CONTRACTOR agrees to provide Lime Sludge Removal, Hauling and Disposal Services. The Description of Services is further and more specifically outlined in Exhibit A.

(b) The CONTRACTOR shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered 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 services pertaining to this Contract.

(c) The CITY and CONTRACTOR agree that there may be certain additional services required to be performed by the CONTRACTOR during the performance of the Work Orders that can not be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as a Change Order in accordance with Section 21. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Contract.

SECTION 13: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONTRACTOR under this Contract as well as the conduct of its staff, personnel, employees, and agents. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) The CONTRACTOR shall furnish a Contractor Designated Representative to administer, review, and coordinate the provision of services under this Contract and each Work Order.

(c) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. The CONTRACTOR shall be and shall 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 services furnished under this Contract.

(d) The rights and remedies of the CONTRACTOR, provided for under this Contract, are in addition to any other rights and remedies provided by law.

(e) In the event the CONTRACTOR fails to comply with the terms and conditions of this Contract, the CITY shall notify the Contractor's Designated Representative in writing so that the CONTRACTOR may take remedial action.

(f) Time is of the essence in the performance of all services provided by the CONTRACTOR under the terms of this Contract and each and every Work Order.

(g) CONTRACTOR shall not hire/employ any independent contractors during the term of this Contract without the express written approval of the City.

SECTION 14: 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 Designated Representative to administer, review, and coordinate the provision of services under each Work Order.
- (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 furnish the CONTRACTOR with existing data, records, maps, plans, specifications, reports, fiscal data, and other engineering information that is available in the CITY'S files that is necessary or useful to the CONTRACTOR for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONTRACTOR.
- (e) The CITY shall examine all CONTRACTOR reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY'S approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONTRACTOR.
- (f) The CITY shall provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR within a reasonable time to perform work as necessary to complete the Work Order.
- (g) 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 Contract.
- (h) The CITY shall give written notice to the CONTRACTOR whenever the City Designated Representative knows of a development that affects the services provided and performed under this Contract, timing of the CONTRACTOR'S provision of services, or a defect or change necessary in the services of the CONTRACTOR.
- (i) The rights and remedies of the CITY provided for under this Contract 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 Contract.
- (j) 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 Contract or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Contract.
- (k) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, 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.
- (l) Neither the CITY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract nor or any cause of action arising out of the performance of this Contract 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 caused by the CONTRACTOR'S negligent or wrongful provision or performance of any of the services furnished under this Contract.
- (m) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONTRACTOR'S performance under this Contract shall become the property of the CITY after final payment is made to the CONTRACTOR.

(n) In the event the CITY fails to comply with the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Contract, 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 16: 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.

SECTION 17: 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 Contract 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 Contract.

(b) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Contract, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(c) The CONTRACTOR hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Contract, 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 Contract shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Contract.

(d) The CONTRACTOR shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(e) The CITY shall 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 Contract by the CITY.

(f) 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.

(g) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract or violate any laws pertaining to civil rights, equal protection, or discrimination.

(h) If the CONTRACTOR or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The CONTRACTOR shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

(i) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.

(j) 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.

(k) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the 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 shall ensure compliance with any and all employment safety, environmental and health laws.

(l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONTRACTOR shall not use funds provided by this Contract for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

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

(n) The CONTRACTOR shall ensure that all 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.

(o) 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.

SECTION 18: 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:

(1) For the City:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

(2) For the Contractor:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

(c) Written notice requirements of this Contract 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 Contract.

SECTION 19: DESIGNATED REPRESENTATIVES.

(a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Contract.

(b) The City Manager or his 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 Contract;

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

(c) Until further written notice, the City's Designated Representative for this Contract is:

City Manager
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
Telephone Number: (386) 986-3700

(d) Prior to start of any work under this Contract, the CONTRACTOR shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the CONTRACTOR desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

(e) Until further written notice, the Contractor's Designated Representative for this Contract is:

SECTION 20: WORK ORDERS.

(a) The provision of services to be performed under this Contract may commence immediately upon the execution of this Contract or a Work Order as directed and determined by the CITY. Services to be provided by the CONTRACTOR to the CITY shall be negotiated between the CONTRACTOR and the CITY. Each Work Order shall reference this Contract by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONTRACTOR letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

(b) If the services required to be performed by a Work Order is 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) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.

(d) 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.

(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. If the CITY determines that work is substantially complete and the amount retained, if any, 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.

SECTION 21: CHANGE ORDERS.

(a) The CITY may revise the Description of Services set forth in any particular Work Order.

(b) Revisions to any 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 services authorized. Change Orders shall identify this Contract and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Contract pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Contract. An Contract 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 schedule.

(c) If instructed by the CITY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR may be entitled to additional compensation. The CONTRACTOR must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

(a) Compensation to the CONTRACTOR for the services performed on each Work Order shall be as set forth the Work Order/Change Order.

(b) The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order.

(c) Work performed by the CONTRACTOR without written approval by the City's Designated Representative shall not be compensated. Any work performed by the CONTRACTOR without approval by the CITY is performed at the CONTRACTOR'S own election.

(d) In the event the CITY fails to provide compensation under the terms and conditions of this Contract, the CONTRACTOR shall notify the City's Designated Representative in order that the CITY may take remedial action.

(e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of. However, the market for the goods and/or services that pertain to this Contract may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONTRACTOR agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Contract which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Contract, the CITY agrees, upon written request from the CONTRACTOR, to consider a reasonable adjustment to the prices set forth in this Contract based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONTRACTOR for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONTRACTOR will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.

(f) Expiration of the term of this Contract shall have no effect upon purchase orders/work orders issued pursuant to this Contract and prior to the expiration date.

SECTION 23: INVOICE PROCESS.

(a) 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 all 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 Contract.

(b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.

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

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

(e) Each invoice shall reference this Contract, the appropriate Work Order and Change Order, if applicable, and the billing period.

(f) The Florida Prompt Payment Act shall apply when applicable.

(g) Invoices are to be forwarded directly to:

Finance Director
City Hall
City of Palm Coast
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
ap@palmcoastgov.com

SECTION 24: TERMINATION OF CONTRACT.

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

(1) If, in the CITY'S opinion, adequate progress under a Work Order is not being made by the CONTRACTOR; or

(2) If, in the CITY'S opinion, the quality of the services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal 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 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 State or local law or any provision of the City 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 requesting that the CONTRACTOR show cause why the Contract or any 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 fourteen calendar days of the receipt of the letter, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Contract or any Work Order in progress under this Contract.

(c) In the event that this Contract or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Contract or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Contract without any recourse by the CONTRACTOR.

SECTION 25: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Contract if:

(1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; City Rights and Responsibilities; or

(2) The CITY fails to pay the CONTRACTOR in accordance with this Contract.

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

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONTRACTOR of the CITY'S intent to terminate.

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

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

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Contract or any Work Order is terminated or canceled prior to final completion 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 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

(a) The performance or provision of the CONTRACTOR services under any Work Order under this Contract 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 upon the date stated in the notice. The CITY shall pay to the CONTRACTOR within thirty 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 services unless and until the City's designated representative notifies the CONTRACTOR in writing that the provision of the 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 services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, 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 31: SEVERABILITY.

(a) If any term, provision or condition contained in this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract 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 Contract shall be read and applied in Pari Materia with all other provisions hereof.
- (c) Violation of this Contract by the CONTRACTOR is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- (a) This Contract is to be governed by the laws of the State of Florida.
- (b) Venue for any legal proceeding related to this Contract shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.
- (c) This Contract is the result of bona fide arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY.

- (a) CONTRACTOR shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors.
- (b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- (c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- (d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Contract; however, the CONTRACTOR must also comply with the provisions of this Contract relating to insurance coverage's.

SECTION 34: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

- \$500,000 Each Accident
- \$500,000 Disease Each Employee

\$500,000 Disease (Policy Limit)

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

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONTRACTOR shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONTRACTOR shall be responsible for all subcontractors.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including the CONTRACTOR'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Contract.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the City by submission of a new Certificate of Insurance.

(g) The CONTRACTOR shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONTRACTOR. There are no third party beneficiaries to this Contract.

(h) The CONTRACTOR is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and shall 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 36: 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 Contract. 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 years after the completion of the provision or performance services under this Contract and date of final payment for said services, or date of termination of this Contract.

(c) The City reserves the right to unilaterally terminate this Contract 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 Contract.

(d) 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 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 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.

(e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Contract, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, City of Palm Coast, or the County of Flagler, or any representative, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to services provided or performed under this Contract for purposes of making audit, examination, excerpts, and transcriptions.

(f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Contract, the CONTRACTOR shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.

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

(h) 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.

SECTION 37: COUNTERPARTS.

This Contract 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.

SECTION 38: SUBMITTALS.

The following are items the CONTRACTOR must submit to the CITY as stated in this Contract:

- 1. Description of Services; Section 12.
- 2. Worker compensation insurance for all employees; Section 34, Paragraph (a) (1)
- 3. Certificates of Liability Insurance; Section 34, Paragraph (c)
- 4. American with Disabilities Act; Section 17, Paragraph (f)
- 5. Price Schedule
- 6. Business Tax Receipt (If applicable)

This Contract describes each item listed above in detail. All provided to the CITY must be accurate and updated certifying the CONTRACTOR is proceeding correctly.

SECTION 39: EXHIBITS.

Each Exhibit referred to and attached to this Contract is an essential part of this Contract. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

ATTEST/WITNESS:

XXXXXXXXXXXXXXXXXXXXXXX

By: _____

By: _____
Authorized Corporate Officer

Date: _____

Date: _____

ATTEST:

CITY OF PALM COAST

By: _____
Virginia Smith, City Clerk

By: _____
Jim Landon, City Manager

Date: _____

Date: _____

Approved by (Signature and date):

_____/____/____

_____/____/____

_____/____/____

_____/____/____

Responsible Department Director
 City Finance
 PCMD
 City Attorney

EXHIBIT A Description/Scope of Services

The bidder shall quote on removal of Lime Sludge from the belt filter press, located at Water Plant # 2, 50 Citation Drive, Palm Coast FL 32164 on the south west side of the property.

The quote shall be based on a cubic yard price of an estimated + - 12,000 lbs. per day, to be removed to a location approved by the City of Palm Coast Utility Division in accordance with all Local, State and Federal regulations, including Florida Department of Transportation and shall be responsible for any and all environmental requirements for hauling and disposal.

The Contractor shall provide the Water Plant Chief Operator or his designee, a signed totalized sheet documenting the cubic yards of sludge removed from the site on an as needed basis.

- The bidder must perform a site visit prior to submitting bid.
- According to an 81% recovery rate and an average concentrate value of 460,000 gpd we will have an estimated sludge volume of + -12,000 lbs or 4 cu. yds. per day of dry solids.
- The bidder shall provide (2) trucks or trailers required to remove the sludge from the belt press area. One truck/trailer to remain onsite and the other to be put in place under the belt press discharge when emptying the full truck / trailer.
- Sludge is to be removed to a location approved by the City of Palm Coast Utility Division in accordance with **all Local, State and Federal regulations, including Florida Department of Transportation** and shall be responsible for any and all environmental requirements for hauling and disposal. This includes stockpiling sludge in a location to avoid class 3 waterways.
- The successful bidder is responsible for cleaning up any lime that has spilled during the hauling process as directed by the WTP staff
- This bid does not include provisions for a fuel surcharge.
- The selected bidder will be responsible for all documentation relating to processing, disposal and reporting
- The vendor will be responsible for any fines or other costs incurred which result from excess weight of load.
- Sludge hauling hours will be between the hours of 7:00 AM and 5:00 PM Monday through Sunday (including holidays)
- Trucks / trailers must arrive at the City's WTP empty, with the interior of the hauling container clean and in a satisfactory condition to legally haul sludge. The City reserves the right to inspect all trucks prior to loading and may reject unsatisfactory equipment and vehicles.
- Another vendor may be temporarily or permanently chosen at the discretion of the City of Palm Coast to fulfill or supplement the specifications herein. In the event of a breach of terms herein by the vendor, the vendor may be dismissed at the discretion of the City of Palm Coast for up to

the duration of this awarded bid, respectively rendering this awarded bid partially, temporarily, or totally ineffective.

DRAFT

EXHIBIT B
Certificate of Liability

DRAFT

**EXHIBIT C
DRAFT
WORK ORDER FORM**



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Palm Coast (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bid #:
City, State & Zip:	Project: Council Approval Date:

Budgeted/Existing: _____ **New:** _____ **Continuing Service:** _____

Mail Invoices in duplicate to:

City of Palm Coast

Total Cost: \$ _____

Palm Coast, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:

- () Description of Services
- () Drawings/Plans/Specifications
- () Special Conditions
- () Rate Schedule

METHOD OF COMPENSATION:

- () Fixed Fee Basis
- () Not To Exceed
- () Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

, Attesting Officer

Vendor

Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

Department Head approved RAP on _____.

CITY OF PALM COAST

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.
- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.
- The Vendor shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.

- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, 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.

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**EXHIBIT D
ADA Form**

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print Name _____

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

My commission expires: _____

**EXHIBIT E
Price Schedule**

PROJECT: Term Contract for Lime Sludge Removal, Hauling and Disposal Services

CITY CONTRACT NUMBER: ITB-PW-U-14-08

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

CITY/State/Zip: _____

Phone Number: (_____) _____

FAX Number: (_____) _____

ALL PRICES F.O.B. PALM COAST

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____ **(which must be turned in with the bid)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this _____ day of _____, 20_____.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name of person signing form)

(Title of person signing form)

Price for removal, hauling, and disposal services per Cubic Yard: \$ _____

EXHIBIT F
Business Tax Receipt (If Applicable)

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