

## AGREEMENT FOR COMMERCIAL DIVING SERVICES

THIS AGREEMENT for Commercial Diving Services for the City of Fort Lauderdale ("Agreement"), made this 29 day of July 2024, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 1 East Broward Boulevard, Fort Lauderdale, Florida 33301-1016, and In Depth Inc., a Florida corporation ("Contractor"), whose principal address is 1473 Old Haw Creek Road, Bunnell, Florida 32164, Email: zach@indepthservicesinc.com; Phone: 386-202-2771, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to perform Commercial Diving Services (the "Work"), and the City and the Contractor covenant and agree as follows:

### WITNESSETH:

#### **I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Solicitation Event No. 136 - Commercial Diving Services for the City of Fort Lauderdale, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated October 24, 2023 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated 3/29, 2024 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

#### **II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial term of this Agreement shall commence on March 19, 2024, and shall end on March 18, 2025. The City reserves the right to exercise an option to renew the Agreement for three (3) additional one (1)-year terms if additional time is required the same agreed upon terms and conditions and pricing. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in

whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## VI. GENERAL CONDITIONS

### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

### C. Termination for Cause

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

#### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of

this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

City of Fort Lauderdale  
1 East Broward Boulevard  
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### **G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar

circumstances.

### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2023), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

#### **L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

#### **M. Inspection and Non-Waiver**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

#### **N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this

Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractors' use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize

subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages

in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### **X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

#### **Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### **Z. Uncontrollable Circumstances (“Force Majeure”)**

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either Party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

#### **AA. Scrutinized Companies**

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), and that

it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORT LAUDERDALE. GOV.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**CC. Non-Discrimination**

The Contractor shall not discriminate against its employees based on the

employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**DD. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

**EE. Notices**

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

**FOR CITY:**                   City Manager  
   City of Fort Lauderdale  
   1 East Broward Boulevard  
   Fort Lauderdale, Florida 33301

**WITH A COPY:**               City Attorney  
   City of Fort Lauderdale  
   1 East Broward Blvd., Suite 1605  
   Fort Lauderdale, Florida 33301

**FOR CONTRACTOR:**  
   Zachary J. Rogers, President  
   In Depth Inc.  
   1473 Old Haw Creek Road  
   Bunnell, Florida 32110

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

CITY

ATTEST:



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

By: *Rhonda M Hasan*

Rhonda Montoya Hasan  
Senior Assistant City Attorney

## CONTRACTOR

WITNESSES:

Kamalani Grabowski

Signature

Kamalani Grabowski

Print Name

James Coughlin

Signature

James Coughlin

Print Name

IN DEPTH INC., a Florida corporation

By:

ZJ

Zachary J. Rogers, President



(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Flagler :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of March, 2024, by Zachary J. Rogers, as President for IN DEPTH INC., a Florida corporation.

Susan A. Couslin  
(Signature of Notary Public – State of \_\_\_\_\_)

Susan A. Couslin

Print, Type or Stamp Commissioned Name  
of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



SUSAN A. COUSLIN  
Commission # HH 353022  
Expires February 28, 2027

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

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Zachary Rogers Title: President Entity: In Depth Inc

Signature:  Date: 3/15/2024

**NOTARY PUBLIC ACKNOWLEDGEMENT SECTION**

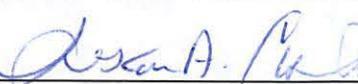
STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 15th day of March 2024 by Zachary Rogers, as

President for In Depth Inc, who is

personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: 

(Notary Seal)

Print Name: Susan A. Couslin

My commission expires: 2/28/2027



SUSANA COUSLIN  
Commission # HH 353022  
Expires February 28, 2027

**Event # 136-0****Name:** Commercial Diving Services

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide commercial diving services for the repair of underwater pipes and structures. In addition, the cleaning and inspection of portable water storage tanks, clearwells, recarbonation and aeration basins and flumes for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (IFB).

Term: Initial 1-year contract with 3 one-year renewals  
Supplier must bid on all item either from Group 1 (Lines 1-17) and/or Group 2 (Lines 18-37) to be considered for an award.

**Buyer:** Mohammed, Stefan**Status:** Open**Event Type:** IFB**Currency:** USD**Sealed Bid:** Yes**Respond To All Lines:** No**Q & A Allowed:** Yes**Number Of Amendments:** 0**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled**Event Dates****Preview:****Q & A Open:** 10/11/2023 05:00:00 PM**Open:** 10/11/2023 03:00:00 PM**Q & A Close:** 10/23/2023 05:00:00 PM**Close:** 10/25/2023 02:00:00 PM**Dispute Close:****Questions**

Question	Response Type	Attachment
Did you complete the attached required forms?	Yes No Text	Event 136- Commercial Diving Services Questions.pdf

**Attachments**

Name	Attachment
1. General Conditions - Rev 08-2023.pdf	1. General Conditions - Rev 08-2023.pdf

## Event # 136-0: Commercial Diving Services

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Name	Attachment
Event 136- Commercial Diving Services ITB.pdf	Event 136- Commercial Diving Services ITB.pdf
Basins , clearwell and tanks data for Group 2.pdf	Basins , clearwell and tanks data for Group 2.pdf

### Commodity Codes

Commodity Code	Description
962-26	Diving Services

### Line Details

#### Line 1: THREE DIVING CREW SCHEDULED RATE

**Description:** Three Diver Team scheduled rate at a per hour cost - Monday through Friday from 7:00 am to 6:00 pm.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Item:** THREE DIVING CREW SCHEDULED RATE     THREE DIVING CREW SCHEDULED RATE

**Long Item** Three Diver Team scheduled rate at a per hour cost - Monday through Friday from 7:00 am to 6:00 pm.  
**Description:**

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Commodity** 962-26     Diving Services  
**Code:**

**Quantity:** 60.0000

**Unit of Measure:** HR

**Require No Response:**     **Price Breaks No Allowed:**

**Allow Alternate No Responses:**

**Add On No Charges Allowed:**

#### Line 2: THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY

**Description:** THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY.

## Event # 136-0: Commercial Diving Services

Three Diving crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am - Mon 6:59am)/holidays (12 am - 11.59pm).

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Item: RATE FOR NIGHTS/WEEKENDS/HOLIDAY      THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY**

**Long Item** Three Diving crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Commodity 962-26 Diving Services  
Code:**

**Quantity:** 60.0000      **Unit of Measure:** HR

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

**Add On No  
Charges  
Allowed:**

## **Line 3: THREE DIVING CREW UNSCHEDULED RATE**

**Description: THREE DIVING CREW UNSCHEDULED RATE.**

This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365 days/year.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Item: DIVING CREW UNSCHEDULED RATE**      **THREE DIVING CREW UNSCHEDULED RATE**

**Long Item** This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.  
**Description:**

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Commodity 962-26 Diving Services  
Code:**

**Quantity:** 60.0000      **Unit of Measure:** HR

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

**Add On No  
Charges  
Allowed:**

## Event # 136-0: Commercial Diving Services

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### Line 4: FOUR DIVING CREW SCHEDULED RATE

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**Description:** FOUR DIVING CREW SCHEDULED RATE

This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365 days/year.

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Item:** FOUR DIVING CREW SCHEDULED RATE    **FOUR DIVING CREW SCHEDULED RATE**

**Long Item** This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365 days/year.

**Description:**

The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.

**Commodity** 962-26    Diving Services**Code:****Quantity:** 40.0000**Unit of HR**  
**Measure:****Require No Response:****Price Breaks No Allowed:****Allow Alternate No Responses:****Add On No Charges Allowed:**

### Line 5: FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS

---

**Description:** FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS

Four Diving Crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).

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

**Item:** RATE FOR NIGHTS/WEEKENDS/HOLIDAY    **FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS**

**Long Item** Four Diving Crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).

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

**Commodity** 962-26    Diving Services  
**Code:****Quantity:** 40.0000**Unit of HR**

## Event # 136-0: Commercial Diving Services

---

**Measure:**

Require No  
Response:

Price Breaks No  
Allowed:

Allow Alternate No  
Responses:

Add On No  
Charges  
Allowed:

### Line 6: FOUR DIVER CREWS UNSCHEDULED RATE

---

**Description:** FOUR DIVER CREWS UNSCHEDULED RATE

This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.

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

**Item:** CREWS UNSCHEDULED RATE    FOUR DIVER CREWS UNSCHEDULED RATE

**Long Item** This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.  
**Description:**

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

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR**  
**Measure:**

Require No  
Response:

Price Breaks No  
Allowed:

Allow Alternate No  
Responses:

Add On No  
Charges  
Allowed:

### Line 7: HYDRAULIC ROUGH TERRAIN CRANE

---

**Description:** HYDRAULIC ROUGH TERRAIN CRANE

Hydraulic Rough Terrain crane, Link Belt HSP8015 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

## Event # 136-0: Commercial Diving Services

---

**Item:** HYDRAULIC ROUGH TERRAIN CRANE    HYDRAULIC ROUGH TERRAIN CRANE

**Long Item** Hydraulic Rough Terrain crane, Link Belt HSP8015 or equal. All costs associated with using this item including **Description:** Mobilization/demobilization must be included in the hourly rate quoted.

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

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR  
Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

## Line 8: 4" HYDRAULIC PUMP 400' DISCHARGING HOSE

---

**Description:** 4" HYDRAULIC PUMP 400' DISCHARGING HOSE

4" hydraulic Pump 400' discharging hose. All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.

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

**Item:** DISCHARGING HOSE    4" HYDRAULIC PUMP 400' DISCHARGING HOSE

**Long Item** 4" hydraulic Pump 400' discharging hose. All costs associated with using this item including **Description:** mobilization/demobilization must be included in the hourly rate quoted.

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

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR  
Measure:**

## Event # 136-0: Commercial Diving Services

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

**Add On No  
Charges  
Allowed:**

## **Line 9: 6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE**

**Description: 6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE**

6" Hydraulic Pump (with 400' of discharge hose). All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.

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

**Item: DISCHARGING HOSE 6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE**

**Long Item** 6" Hydraulic Pump (with 400' of discharge hose). All costs associated with using this item including Description: mobilization/demobilization must be included in the hourly rate quoted.

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

**Commodity 962-26 Diving Services  
Code:**

**Quantity:** 40.0000

### Unit of HR Measure:

### Require No Response:

## **Price Breaks Not Allowed:**

**Allow Alternate No Responses:**

**Add On No  
Charges  
Allowed:**

## **Line 10: VACUUM TRUCK**

**Description:** VACUUM TRUCK

Vacuum Truck, 3200 Gallon. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

## Event # 136-0: Commercial Diving Services

---

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

**Item:** VACUUM TRUCK    VACUUM TRUCK

**Long Item** Vacuum Truck, 3200 Gallon. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR**  
**Measure:**

**Require No**  
**Response:**

**Price Breaks No**  
**Allowed:**

**Allow Alternate No**  
**Responses:**

**Add On No**  
**Charges**  
**Allowed:**

## Line 11: FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL

---

**Description:** Floating construction platform with Bobcat E35i or Equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Item:** CONSTRUCTION PLATFORM WITH BOBCAT    FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL

**Long Item** Floating construction platform with Bobcat E35i or Equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR**  
**Measure:**

**Require No**  
**Response:**

**Price Breaks No**  
**Allowed:**

**Allow Alternate No**  
**Responses:**

## Event # 136-0: Commercial Diving Services

---

**Add On No  
Charges  
Allowed:**

### Line 12: FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY

---

**Description:** Floating Storage Platform with minimum 4 CY capacity. All fees associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Item:** FLOATING STORAGE PLATFORM     FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY

**Long Item** Floating Storage Platform with minimum 4 CY capacity. All fees associated with using this item including **Description:** Mobilization/demobilization must be included in the hourly rate quoted.

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

**Commodity** 962-26     Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR  
Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 13: LONG STICK EXCAVATOR CAT 325 OR EQUAL

---

**Description:** LONG STICK EXCAVATOR CAT 325 OR EQUAL

Long Stick Excavator, CAT 325 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Item:** LONG STICK EXCAVATOR     LONG STICK EXCAVATOR CAT 325 OR EQUAL

## Event # 136-0: Commercial Diving Services

---

**Long Item** Long Stick Excavator, CAT 325 or equal. All costs associated with using this item including  
**Description:** Mobilization/demobilization must be included in the hourly rate quoted.

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

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR  
Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

## Line 14: TURBIDITY BARRIER FDOT 104-11

---

**Description:** TURBIDITY BARRIER FDOT 104-11

Turbidity Barrier, FDOT 104-11. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Item:** TURBIDITY BARRIER FDOT 104-11 TURBIDITY BARRIER FDOT 104-11

**Long Item** Turbidity Barrier, FDOT 104-11. All costs associated with using this item including Mobilization/demobilization must  
**Description:** be included in the hourly rate quoted.

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

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR  
Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

## Line 15: CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY

---

## Event # 136-0: Commercial Diving Services

---

**Description:** CLOSED CIRCUIT VIDEO SYSTEM WITH DVD

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

**Item:** CLOSED CIRCUIT VIDEO SYSTEM    CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY

**Long Item** Closed Circuit Video System with DVD copy.  
**Description:**

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

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 20.0000                    **Unit of HR**  
**Measure:**

<b>Require No Response:</b>	<b>Price Breaks No Allowed:</b>	<b>Allow Alternate No Responses:</b>
<b>Add On No Charges Allowed:</b>		

## Line 16: HYDRAULIC TOOLS

---

**Description:** HYDRAULIC TOOLS

Hydraulic Tools. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Item:** HYDRAULIC TOOLS    HYDRAULIC TOOLS

**Long Item** Hydraulic Tools. All costs associated with using this item including Mobilization/demobilization must be included in  
**Description:** the hourly rate quoted.

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

**Commodity** 962-26    Diving Services  
**Code:**

## Event # 136-0: Commercial Diving Services

---

**Quantity:** 40.0000

**Unit of HR  
Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 17: PUSH BOATS

**Description:** Push Boats. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.

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

**Item:** PUSH BOATS    PUSH BOATS

**Long Item** Push Boats. All costs associated with using this item including Mobilization/demobilization must be included in the **Description:** hourly rate quoted.

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

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 40.0000

**Unit of HR  
Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 18: ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS

**Description:** ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS

**Item:** FIVEASH TANK #1    ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS

**Long Item** Please refer to attached spreadsheet (Fiveash tank #1) for more details and specifications.  
**Description:**

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**

## Event # 136-0: Commercial Diving Services

**Measure:** \_\_\_\_\_

**Require No Response:** \_\_\_\_\_

**Price Breaks No Allowed:** \_\_\_\_\_

**Allow Alternate No Responses:** \_\_\_\_\_

**Add On No Charges Allowed:** \_\_\_\_\_

**Line 19: ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS  
186X32**

**Description:** ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32

**Item: FIVEASH TANK #2** ON GROUND CONCRETE TANK 55'48" ROOF HATCH 2 MANWAYS 186X32

**Long Item** See attached spreadsheet for details and specifications for Five ash tank #2  
**Description:**

**Commodity 962-26 Diving Services  
Code:**

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

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

**Add On No  
Charges  
Allowed:**

**Line 20: ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS  
4MIL GA**

**Description:** ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA

**Item: PEELE DIXIE SOUTH TANK ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA**

**Long Item** See attached spreadsheet for details and specifications for Peele Dixie South Tank  
**Description:**

**Commodity 962-26 Diving Services  
Code:**

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

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

**Add On No Charges Allowed:**

## Event # 136-0: Commercial Diving Services

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### Line 21: ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG

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**Description:** ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG

**Item:** PEELE DIXIE NORTH TANK    ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG

**Long Item** See attached spreadsheet for details and specifications for Peele Dixie North Tank  
**Description:**

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 22: ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG

---

**Description:** ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG

**Item:** POINCIANA PARK    ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG

**Long Item** See attached spreadsheet for details and specifications for Poinciana Park  
**Description:**

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 23: ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG

---

**Description:** ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG

**Item:** SECOND AVENUE    ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG

## Event # 136-0: Commercial Diving Services

---

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

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No**  
**Response:**

**Price Breaks No**  
**Allowed:**

**Allow Alternate No**  
**Responses:**

**Add On No**  
**Charges**  
**Allowed:**

### Line 24: ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG

---

**Description:** ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG

**Item:** FIVE ASH CLEARWELL #1 ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG

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

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No**  
**Response:**

**Price Breaks No**  
**Allowed:**

**Allow Alternate No**  
**Responses:**

**Add On No**  
**Charges**  
**Allowed:**

### Line 25: ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M

---

**Description:** ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M

**Item:** FIVE ASH CLEARWELL #2 ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M

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

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No**

**Price Breaks No**

**Allow Alternate No**

## Event # 136-0: Commercial Diving Services

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Response:	Allowed:	Responses:
Add On No Charges Allowed:		

### Line 26: ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG

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**Description:** ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG

**Item:** FIVE ASH CLEARWELL # 3 ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG

**Long Item** See attached spreadsheet for details and specifications for Five Ash Clearwell #3  
**Description:**

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

Add On No  
Charges  
Allowed:

### Line 27: ON GROUND CONCRETE 1 HATCH 0.17MG

---

**Description:** ON GROUND CONCRETE 1 HATCH 0.17MG

**Item:** FIVE ASH CLEARWELL #4 ON GROUND CONCRETE 1 HATCH 0.17MG

**Long Item** See attached spreadsheet for details and specifications for Five Ash Clearwell #4  
**Description:**

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

Add On No  
Charges  
Allowed:

### Line 28: ON GROUND CONCRETE 2 HATCH 0.37MG

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## Event # 136-0: Commercial Diving Services

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**Description:** ON GROUND CONCRETE 2 HATCH 0.37MG

**Item:** FIVE ASH CLEARWELL # 5 ON GROUND CONCRETE 2 HATCH 0.37MG

**Long Item** See attached spreadsheet for details and specifications for Five Ash Clearwell #5  
**Description:**

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

## Line 29: ON GROUND CONCRETE 4 HATCH 0.31MG

---

**Description:** ON GROUND CONCRETE 4 HATCH 0.31MG

**Item:** FIVE ASH CLEARWELL #6 ON GROUND CONCRETE 4 HATCH 0.31MG

**Long Item** See attached spreadsheet for details and specifications for Five Ash Clearwell #6  
**Description:**

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

## Line 30: ON GROUND CONCRETE 1 HATCH 0.05MG

---

**Description:** ON GROUND CONCRETE 1 HATCH 0.05MG

**Item:** FIVE ASH CLEARWELL #7 ON GROUND CONCRETE 1 HATCH 0.05MG

**Long Item** See attached spreadsheet for details and specifications for Five Ash Clearwell #7  
**Description:**

**Commodity** 962-26 Diving Services

## Event # 136-0: Commercial Diving Services

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**Code:****Quantity:** 1.0000**Unit of JA**  
**Measure:****Require No  
Response:****Price Breaks No  
Allowed:****Allow Alternate No  
Responses:****Add On No  
Charges  
Allowed:**

### Line 31: ON GROUND CONCRETE 3 HATCH 0.18MG

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**Description:** ON GROUND CONCRETE 3 HATCH 0.18MG**Item:** PEELE DIXIE CLEARWELL #8 ON GROUND CONCRETE 3 HATCH 0.18MG**Long Item** See attached spreadsheet for details and specifications for Peele Dixie Clearwell #8  
**Description:****Commodity** 962-26 Diving Services  
**Code:****Quantity:** 1.0000**Unit of JA**  
**Measure:****Require No  
Response:****Price Breaks No  
Allowed:****Allow Alternate No  
Responses:****Add On No  
Charges  
Allowed:**

### Line 32: ON GROUND CONCRETE open 0.121MG

---

**Description:** ON GROUND CONCRETE open 0.121MG**Item:** RECARBONATION BASIN #1/2 ON GROUND CONCRETE open 0.121MG**Long Item** See attached spreadsheet for details and specifications for Decarbonation Basin #1/2  
**Description:****Commodity** 962-26 Diving Services  
**Code:****Quantity:** 1.0000**Unit of JA**  
**Measure:****Require No  
Response:****Price Breaks No  
Allowed:****Allow Alternate No  
Responses:****Add On No  
Charges**

## Event # 136-0: Commercial Diving Services

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**Allowed:**

### Line 33: ON GROUND CONCRETE open 0.181MG

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**Description:** ON GROUND CONCRETE open 0.181MG

**Item:** RECARBONATION BASIN #3 ON GROUND CONCRETE open 0.181MG

**Long Item** See attached spreadsheet for details and specifications for Recarbonation Basin # 3  
**Description:**

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 34: ON GROUND CONCRETE open 0.181MG

---

**Description:** ON GROUND CONCRETE open 0.181MG

**Item:** RECARBONATION BASIN #4 ON GROUND CONCRETE open 0.181MG

**Long Item** See attached spreadsheet for details and specifications for Recarbonation Basin # 4  
**Description:**

**Commodity** 962-26 Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

### Line 35: ON GROUND CONCRETE open FLUMES VARIES

---

**Description:** ON GROUND CONCRETE open FLUMES VARIES

## Event # 136-0: Commercial Diving Services

---

**Item:** ON GROUND CONCRETE OPEN FLUMES    ON GROUND CONCRETE open FLUMES VARIES

**Long Item** See attached spreadsheet for details and specifications for Flumes  
**Description:**

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

## Line 36: ON GROUND CONCRETE open BASIN 0.177MG

---

**Description:** ON GROUND CONCRETE open BASIN 0.177MG

**Item:** SOUTH AERATION BASIN    ON GROUND CONCRETE open BASIN 0.177MG

**Long Item** See attached spreadsheet for details and specifications for South Aeration Basin  
**Description:**

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

**Require No  
Response:**

**Price Breaks No  
Allowed:**

**Allow Alternate No  
Responses:**

**Add On No  
Charges  
Allowed:**

## Line 37: ON GROUND CONCRETE open BASIN 0.177MG

---

**Description:** ON GROUND CONCRETE open BASIN 0.177MG

**Item:** NORTH AERATION BASIN    ON GROUND CONCRETE open BASIN 0.177MG

**Long Item** See attached spreadsheet for details and specifications for North Aeration Basin  
**Description:**

**Commodity** 962-26    Diving Services  
**Code:**

**Quantity:** 1.0000

**Unit of JA**  
**Measure:**

## Event # 136-0: Commercial Diving Services

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<b>Require No Response:</b>	<b>Price Breaks No Allowed:</b>	<b>Allow Alternate No Responses:</b>
<b>Add On No Charges Allowed:</b>		

## **SECTION I – INTRODUCTION AND INFORMATION**

### **1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Commercial diving services for the repair of underwater pipes and structures. In addition, the cleaning and inspection of potable water storage tanks, clearwells, recarbonation and aeration basins and flumes for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

### **1.2 Point of Contact**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed at (954) 828- 5351 or email at [Smohammed@fortlauderdale.gov](mailto:Smohammed@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

### **1.3 Pre-bid Conference and/or Site Visit**

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### **1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM**

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

**IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.**

**1.5 Electronic Bid Openings**

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

*END OF SECTION*

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### **2.4 Bidder's Costs**

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

### **2.5 Pricing/Delivery**

Delivery is required within 48 hours of notification from the city for scheduled projects, and within 2 hours for unscheduled service, 24 hours per day, 7 days per week. Failure to meet this delivery date may be deemed as non-responsive.

Contractor must quote a firm, fixed hourly price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

### **2.6 Price Validity**

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### **2.7 Invoices/Payment**

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

**2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid. The City will not accept any additional costs.

**2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be *prima facie* evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

**2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

**2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the

satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

**2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue,

Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

**2.19 Local Business Preference**

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR)

**2.19.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

**2.20 Disadvantaged Business Enterprise Preference**

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged

business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

**2.20.5 Definitions**

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**2.21 Protest Procedure**

**2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link:  
[https://library.municode.com/fl/fort lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

**2.22 Public Entity Crimes**

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**2.23 Subcontractors**

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.24 Bid Security – N/A**

**2.25 Payment and Performance Bond – N/A**

## **2.26 Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

### **Business Automobile Liability**

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Vendor does not own vehicles, Vendor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Vendor waives, and Vendor shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Vendor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

#### **2.26.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

**2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage

exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

#### **2.27 Insurance – Sub-Contractors**

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

#### **2.28 Insurance for Collection of Credit Card Payments**

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

#### **2.29 Award of Contract**

Contractor must bid on all items in either Group 1 (lines 1-17) or Group 2 (Lines 18-37) or all lines in both Group 1 and 2. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

**2.30 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.31 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.32 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.32.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.32.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.32.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.32.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.33 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.34 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

**2.35 Approved Equal or Alternative Product Bids – N/A**

**Manufacturer/Brand/Model Specific Request – N/A**

**2.36 Contract Period**

The initial term shall commence upon date of award by the City and shall expire one (1) year from that date. The City reserves the right to extend the contract for three, additional one-year year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.37 COST ADJUSTMENTS (Fixed Price with Economic Price Adjustment: Escalator/De-escalator)-** Prices offered shall be firm and fixed price for the initial contract term of \_\_\_\_ year(s). The City, at its sole discretion, may conduct industry or market research to determine whether economic/market conditions support an increase or decrease price adjustment during the renewal term of the contract. Such adjustment, as determined by the City, shall be based on the latest yearly percentage increase or decrease in the All-Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%). The yearly increase or decrease in the CPI shall be the latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior. The City's designated Senior Procurement Specialist/Procurement Specialist will fully document its economic/market analysis to support its recommendation to make a price adjustment upward or downward to the contract. The Chief Procurement Officer may, after reviewing the recommendation, refuse to accept the adjusted costs if they are excessive, or if decreases are considered insufficient.

The City's price adjustment determination will be communicated to the supplier at least ninety (90) days prior to the contract anniversary date of contract renewal. If said communication is not received by the supplier by the above stated timeframe, it shall be construed that no price adjustment will occur during the renewal period. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal period.

**2.38 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right

to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.39 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.40 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.41 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**2.42 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify,

sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.43 Condition of Trade-In Equipment – N/A**

**2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

**2.46 Service Organization Controls – N/A**

**2.47 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.48 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**2.49 Bid Tabulations/Intent to Award**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption

being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### **2.51 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

**END OF SECTION**

### **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES (Group 1 – Lines 1-17)**

The City of Fort Lauderdale is actively seeking bids from qualified bidders to perform underwater commercial diving services in navigable river and canal crossings including the Intracoastal Waterway. The diving services will be for inspection, repair, and installation of subaqueous water and sewer pressure pipes.

These services will be on an as-needed and on-call basis; services may be scheduled or unscheduled (as a result of an emergency).

With this solicitation, the City intends to award multiple qualified vendors to provide these services. The City may place orders with any of the winning vendors, selecting the vendor that the City wishes to use which will be based on pricing and/or availability.

#### **3.01 BACKGROUND:**

- The City has approximately 18,000 linear feet of subaqueous mains ranging in size from 1.5" to 48" in diameter.
- Dive depths may vary between 2 feet to 50 feet depending on the water body location.
- Diving will be in freshwater, process water, or marine water; using approved commercial diving practices, procedures, equipment, and trained and experienced diving personnel.
- Potential environmental hazards include confined space entry, contaminated sediments, contact with storm water and sanitary sewerage, and fast flowing water.

#### **3.02 SCOPE OF WORK:**

- The contractor will perform the following underwater activities:
  - Installation, Inspection, and repair of subaqueous water and sewer pressure pipes.
  - Inspections and Assessments: detection of leaks and cracks; dye tests (food grade dye only if required for potable water); material sampling; inspection, repositioning, and retrieval of instrumentation and equipment.
    - Maintenance and small-scale construction: adjustment, repair, and replacement of mechanical equipment (pumps, valves, gates, other); welding; inspection; repair of coatings and linings; installation, monitoring, and removal of pipe plugs;

installation and removal of stop logs; repair of pipes; installation, retrieval, and repositioning of anchors and rigging; bolting and unbolting of pipe flanges, fittings, and couplings, pipes, and reservoirs (including floors, column bases, columns, walls, sumps, inlet/outlet piping, and related appurtenances); underwater pressure grouting.

- Imaging (vendor supplied equipment): remotely operated imaging (CCTV, sonar, laser); diver operated videography or still photography with video feed capability.
- Underwater locating including Global Positioning System (GPS) mapping of subaqueous infrastructure.

### **3.03 EQUIPMENT:**

- Partial list of equipment required to complete the job includes but not limited to the following items:
  - Crane truck may be used for staging of equipment and lifting pipe and other parts and fittings.
  - Hydraulic power trailer with injecting dredge pump.
  - Hydraulic and jetting hoses (as applicable).
  - Air compressor and related equipment.
  - Diver operated lift tube.
  - Closed Circuit Video System (CCTV) and with thumb drive copy.
  - Diving equipment.
  - All appropriate personal protection equipment required for the workers performing the job.
  - Small barge (10x10) to be used for the divers to place their equipment and rest on it, also that can be pushed out will be sufficient.

### **3.04 RESPONSE TIME:**

- Unscheduled (emergency) work may be required on short notice due to equipment failure and/or imminent loss or further damage to equipment.
  - For emergency conditions, contractors should provide the City with a response time of 2 hours (diver on-site).
- Scheduled projects, the contractor must be able to meet a response time of 48 hours (diver on-site).

### **3.05 ESTIMATED USAGE:**

The City estimates that its annual usage will be as follows:

#### **Scheduled Services (At least 48 hours' notice)**

Day Rate: 7:00 am to 6:00 pm.	100 hours annually
Night (6:01 pm to 6:59 am) and	
Weekend (Saturday 6:59am to Monday 6:59 am) and Holiday Rate	100 hours annually

<b>Unscheduled Services (At least 2 hours' notice)</b>	100 hours annually
This may be needed anytime, 24 hours/day, 7days/week, 365days/year	

#### **Additional Equipment**

Hydraulic Rough Terrain Crane	40 hours annually
4" Hydraulic Pump with 400' discharging hose	40 hours annually
6" Hydraulic Pump with 400' discharging hose	40 hours annually
Vacuum Truck	40 hours annually
Floating construction platform with Bobcat E35i or equal	40 hours annually
Floating storage platform with minimum 4 CY capacity	40 hours annually
Long Stick Excavator, CAT 325 or equal	40 hours annually
Turbidity Barrier, FDOT 104-11	40 hours annually
Closed Circuit Video System with DVD copy	20 hours annually
Hydraulic Tools	40 hours annually
Push Boat	40 hours annually

The usage shown above is not indicative of future usage.

### **3.06 REGULATIONS, LICENSING, AND EXPERIENCE – MINIMUM QUALIFICATIONS:**

- Underwater operations shall be conducted in accordance with all local, state, and federal regulations and industry standards:

- **Industry Standards Include:**
  - Occupational Safety and Health Administration (OSHA) Standards for Commercial Diving Operations (29 CFR Part 1910, Subpart T – 6/13/2011 – Directive # CPL 02-00151),
  - Association of Diving Contractors International (ADCI) standards.
  - ANSI/AWWA C600 - Installation of Ductile-Iron water and wastewater mains and their appurtenances (including subaqueous installations).
  - AWWA C900-16 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. through 60 In. standard.
  - AWWA C906-15 Polyethylene (PE) Pressure Pipe and Fittings, 4 In. through 65 In.
- **Professional licenses, Training, and Experience:**

**The City reserves the right to request the information below:**

  - The divers must be commercially trained to OSHA, USCG, & ADCI standards.
  - Proof of commercial diving certifications, training, and safety data shall be provided upon request. **For example, ADCI commercial diver certification card indicating the training level.**
  - The successful bidder will be required to have a minimum of 3 – years' experience in underwater commercial diving services in navigable river and canal crossings.
  - The Divers must have a minimum of 3 – years-experience in the repair of underwater pipes or structures.
  - The Diver supervisor must have a minimum of 10 years years-experience in the repair of underwater pipes or structures.
  - Diving operations must be supervised as required by the appropriate governing regulation.
  - Each dive member has a valid CPR Certification document.
  - Each dive team member has a physician letter no more than one old on file in the company offices.
  - Minimum diving emergency equipment shall be available at the site of diving operations

## **PART IV -TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES (Group 2 – Lines 18-37)**

### **4.01 OBJECTIVE**

The City of Fort Lauderdale Public Works Department is seeking bids to have seven (6) portable water storage tanks, 8 Clearwell, 3 recarbonation basins, two aeration basins and several flumes (located at 4 different locations) will be inspected and cleaned under this contract. Not all the previously mentioned areas will be cleaned concurrently. All tanks are above grade, cylindrical, and range in height from 31.5' to 157' above grade. Other areas are cubical form.

### **4.02 GENERAL INFORMATION**

1. The list of tanks, Clearwell, recovery basins and flumes' locations to be cleaned is located in **Section 4.08** of the Technical Specifications.
2. The City of Fort Lauderdale reserves the right to postpone inspection or cleaning of any or all water storage tanks, Clearwells, basins or flumes if weather conditions, fire hazard or operational needs dictate.
3. The City of Fort Lauderdale reserves the right to cancel the inspection or cleaning of any storage tank, Clearwells, basins or flumes if conditions warrant such action at that water storage site.
4. The water storage tanks, Clearwells, basins and flumes are to be cleaned and inspected by certified divers while they remain in service.
5. The contractor shall provide all travel, lodging, labor, equipment, and materials necessary to provide sediment sampling, vacuum cleaning, and inspections of the tanks. Any equipment used must only have been used in potable water facilities or be new. All must be NSF of food grade certified.
6. Upon completion of the cleaning and inspections, the contractor shall provide a written insured report documenting the findings during the inspection, and an album of digital photographs and video, both underwater and above the water surface, of each tank interior. The inspection report will be signed and sealed by a Florida licensed professional engineer.
7. Report and photo albums shall be in both electronic and hard copied format as specified herein and not be supplemented or replaced with other means of documentation while all reports are to be comprehensive, written analysis of each structure having conclusions that include required maintenance and or upgrades.

8. Overall evaluation of the Water Storage Tanks, clearwells , basins and flumes condition shall be conducted and reported in accordance with AWWA Standard D101.

#### **4.03 PROJECT MANAGEMENT**

The City of Fort Lauderdale will have personnel on site during the cleaning, but the Contractor shall conduct all cleaning operations site management and dive operations. The entire cleaning operation and material disposal shall be the responsibility of the Contractor. Scheduling of work and obtaining approval from plant management staff is required prior to commencing or moving to a different tank or equivalent.

The Contractor shall have a minimum of 10 years' experience in potable water tank cleaning operations, understand water treatment operations and be affiliated with a certified water quality consulting firm therefore having considerable understanding of water production, supply and maintenance.

The Contractor shall be trained and certified in management of water quality testing and testing of sediment.

#### **4.04 SUBMITTALS**

After award and prior to the start of the work under this contract, the contractor shall prepare and submit the following documents for The City of Fort Lauderdale to review:

- OSHA compliant Safety Plan
- Evacuation Plan
- Sanitization Plan
- Dive Plan including logs
- Cleaning Plan
- Secretary of State Certification to do business in Florida (3 years minimum)
- Physician Letters for each diver/inspector stating the diver has been cleared to work in potable water (not older than 1 year)
- Certificate of Insurance (Workers Comp/Liability/Auto/Report Writing)
- Background Checks on all employees
- References – A list of 25 jobs completed in the State of Florida (of similar size and nature)
- Certified letter stating Diving Gear has never been in any environment other than in potable water and that the equipment is NSF or food grade

In particular, the Dive Plan and/or Safety Plan shall include a procedure for rescue of any diver who needs to be rescued from inside a water storage tank for two cases: a tank having a fixed access ladder inside the tank, and a tank with no inside access ladder in which the Contractor provides temporary diver access using a method such as a temporary

access ladder tied to the roof hatch of the tank. The Contractor shall prepare and forward to The City of Fort Lauderdale additional documents if required either by regulation or as part of standard company routine. The work shall not begin until the City of Fort Lauderdale has reviewed and accepted these initial documents.

#### **4.05 SPECIFICATIONS**

Florida Administrative Code 62-555.350(2) states that water tanks shall be inspected for structural and coating integrity at least once every five (5) years by personnel under the responsible charge of a Professional Engineer licensed in Florida. The PE will be provided by the Contractor as a requirement of the proposal. All work performed shall strictly comply with State of Florida regulation 62-555 requirements and shall comply with A.W.W.A. standard for disinfection of water storage facilities section 5: Disinfection Procedures When Conducting Underwater Inspection of Potable Water Storage Facilities shall be adhered to.

1. Contractor shall have had a Secretary of State Certification to do business in Florida (3 years minimum).
2. Diver services in finished water storage tanks shall be accomplished by divers experienced in potable water facilities.
3. All divers shall meet or exceed the most current ANSI/ACDE 01 training requirements, be OSHA certified in confined space entry and be inland diving certified. The inspector diver(s) shall also be NACE certified and have a minimum of 10 years' experience inspecting potable water storage tanks (provide resume's upon City's request within five (5) business days).
4. All diving equipment and clothing shall be dedicated for the sole purpose of inspection of potable water treatment or storage facilities. Dive equipment and clothing shall have only been used in potable water or shall be new. Certification history on all equipment shall be readily available and shall be furnished upon request of the City within five (5) business days and the items shall be available for inspection.
5. Capability to use external air supplied equipment is required. No oil driven equipment is to be used.
6. Diving clothing shall be of the dry suit type and be free from tears, scrapes, unrepaired areas, or other imperfections that may impair the integrity of the suit.
7. Divers must have the capability for full time voice communications between surface support and diver(s).
8. All equipment and clothing shall be disinfected with a 200-ppm chlorine solution immediately prior to entry into the tank. The diver and the clothing shall be disinfected after the diver is suited up. The dive suit shall completely encapsulate the diver with no bare skin exposed, including hands. There shall be no contact of the mouth or head with

the water during the inspection. The head shall be fully encapsulated by a helmet or dry suit hood with full-face mask. Between uses, all equipment and clothing dedicated for potable water, underwater inspection work shall be stored in a manner that prevents both chemical and bacteriological contamination.

9. All divers shall have a minimum of five (5) years diving experience in potable water tanks. Acceptable proof of diver qualifications are: current ANSI/ACDE 01 training requirement, be OSHA certified in confined space entry and have potable water tank inspection work experience and report writing experience. Commercial diving skills shall include extensive experience using surface-supplied air.
10. The inspector diver(s) shall have a minimum of ten (10) years' experience diving in potable water tanks and in underwater inspection (proof of 10 years' experience inspecting tanks/resume and proof of NACE certification is required within five (5) business days from request of the City).
11. All divers shall have knowledge of construction practices as related to the fabrication of pre-stressed concrete and welded steel tanks.
12. All personnel on the dive team shall be free of communicable diseases and shall not have been under a physician's care within the seven-day period prior to entering the facility.
13. No person who knowingly has an abnormal temperature or symptom of illness shall work in a potable water storage facility. The City of Fort Lauderdale will request a physician's assurance stating that personnel are free of water-transferable communicable diseases.
14. The Contractor shall complete insured written comprehensive reports for each tank, documenting the findings during the inspection and provide a conclusion with recommendations. The Contractor shall provide a photo album of digital photographs, both underwater and above the water surface of each tank interior and exterior. Report and photo albums shall be in electronic format and hard copy format. Bidder shall submit with its bid document, the above-mentioned documents and sample final report. Bids submitted without the aforementioned may be rendered nonresponsive.
15. The City of Fort Lauderdale shall not be responsible for nor make any payments for normal wear and tear or routine maintenance of Contractor equipment.

#### **4.06 CLEANING AND INSPECTION**

1. For each area (tank, clearwell, basin or flume) to be cleaned, the scope of work shall include the tasks described herein. Prior to the initiation of work, The City of Fort Lauderdale will select the tanks to be cleaned under this agreement.

2. For each area (tank, clearwell, basin or flume) to be cleaned, the Contractor shall begin with a pre-job site visit with The City of Fort Lauderdale designee. The purpose of this visit is to see the site location, street access to the site, space available at the site for the necessary equipment, access into the area that will be cleaned, the location of the nearest sanitary sewer manhole(s), and other details of the tank and its site.
3. The Contractor shall dispose of water in accordance with all applicable laws and regulations.
4. All cleaning shall commence after the Contractor mobilizes onto the site(s) and sets up its equipment for the cleaning work.
5. All cleaning shall be by a diver using surface supplied air and shall include vacuum removal of all sediment and removal by hand of any debris too large to be vacuumed up.
6. Sediment shall be measured and documented
7. Cleaning shall be performed using a vacuum that will not be less than 350 gpm divers are not permitted to wear fins during the cleaning operation.
8. No turbidity created by silt clouds will be permitted during the cleaning operation.
9. The Contractor shall provide a Lump Sum cost for the removal of sediment and debris and not include any provisions for additional costs i.e.: sediment removal.  
Sedimentation removal should not exceed 2 feet. In the unlikely case the sedimentation exceeds two feet the contractor will provide a quote for each additional foot of sediment removal.
10. The dive operation shall include an audio system to permit two-way communication to relay specific requests to the diver, and a camera shall allow those outside the tank to see what the diver is looking at on a screen in the dive vehicle or equipment trailer, yet video will not be allowed as a substitute for comprehensive reports or photos.
11. No smoking shall be allowed on any The City of Fort Lauderdale property.
12. Following or during cleaning, the Contractor shall conduct a comprehensive water storage tank inspection of exterior and interior features including as a minimum the inlet/outlet pipe, overflow pipe, other interior piping, ladder, personnel entrance hatches on walls and interior roof, columns, floor, wall, seams, roof structure, etc. The interior inspection shall be documented and photographed.
13. The Contractor shall provide an electronic album of numbered photos and a written report (insured) of the inspection results, with the report cross referenced to the photographs.

14. Each inspection report shall be furnished in Microsoft Word electronic format, latest revision, and shall contain a comprehensive discussion of the condition of the water storage tank, with particular attention to interior elements and interior surfaces.
15. All CD's, photograph albums, and reports shall become the property of the City of Fort Lauderdale. Each bidder should submit a sample water storage tank inspection report with its bid, however, must submit within five (5) business days from request of the City.

#### **4.07 OTHER PROJECT REQUIREMENTS**

1. The Contractor's personnel and equipment will be allowed reasonable access to the work site during normal business hours, and a sufficient area of working space. Unless otherwise agreed by both parties, normal business hours shall include an eight-hour workday during the interval of 07:30 AM to 03:30 PM, excluding The City of Fort Lauderdale holidays.
2. All work shall be done in accordance with OSHA, and all other applicable laws and regulations.
3. The Contractor shall be responsible for all site safety, spill containment precautions, decontamination of equipment and diver, and protection of water quality from tank cleaning activities.
4. The Contractor shall be responsible for the water quality in the working areas ( storage tank , clearwell , etc.) during cleaning and from diver and equipment contact with the water. At the request of The City of Fort Lauderdale, the Contractor must provide certified water health analysis and sediment analysis.
5. Silt clouds raised by cleaning operations shall not be permitted.
6. Equipment exposed to potable water, including diving equipment, shall be new or previously exposed only to potable water. All equipment to be taken into any storage tank shall be in good working condition and shall be properly cleaned and disinfected immediately prior to use inside any storage tank.
7. No dive suit that leaks shall be allowed into a drinking water storage tank. The Contractor shall provide a certified letter stating Diving Gear has never been in any environment other than in potable water.
8. The Contractor shall furnish all diver lift equipment required for tank roof access, and/or a portable (and disinfected) ladder for tank interior access.
9. For each storage tank to be cleaned, the Contractor shall obtain the necessary access information during a pre-job site visit with the City of Fort Lauderdale.

10. Contractor employees must be able to read and understand English since the safety signs and training to be provided (Risk Management Plan) is conducted in English.

#### **4.08 SITE LOCATIONS**

Two tanks are located at 949 N.W. 38th Street, Oakland Park, FL 33309 (7 MG concrete, 5 MG concrete, and 5 MG welded steel.)

Two tanks are located at 1500 S. State Road 7, Fort Lauderdale, FL. 33317 (both 4 MG concrete.)

One tank is located at the intersection of S.E. 4th Ave. and S.E. 21th Street, Fort Lauderdale, FL. 33316 (2 MG concrete.)

One tank is located at the intersection of 625 NW 2<sup>nd</sup> Avenue, Fort Lauderdale, FL. 33311 (1 MG elevated welded steel.)

All Clearwells, basins (aeration and recarbonation) and flumes are located at 949 N.W. 38th Street, Oakland Park, FL 33309

Mixing tank (clearwell) located at 1500 S. State Road 7, Fort Lauderdale, FL 33317

#### **4.09 SITE SECURITY**

1. The Contractor shall comply with the Homeland Security Act and The City of Fort Lauderdale's protocol for personnel identification, site access control, and contractor deliveries.
2. The Contractor shall designate a site security monitor who shall be on-site and available at all times while work is being performed, and who shall ensure that requirements of this section are met. This individual may be the superintendent.
3. For each day of on-site work, all Contractor, subcontractor and delivery personnel shall sign a daily sign-in log furnished by the City of Fort Lauderdale Designee. Each daily log shall include: individuals full name, company and company phone number.
4. All personnel associated with the work, except for any diver while wearing a dive suit, shall be required to wear identification badges at all times while working at the site. Identification badges shall be attached above the waist on outer garments and shall be visible at all times.
5. Upon request, badges shall be shown to The City of Fort Lauderdale staff or security officers. Persons without badges shall be required to immediately leave the site unless the City of Fort Lauderdale representative or the Contractor's site security monitor can verify that the person is required on site.

6. For short term, unplanned or emergency access, as determined by the Contractor and approved by The City of Fort Lauderdale, the Contractor's site superintendent shall verify the identity of the visitor to The City of Fort Lauderdale site manager.
7. The Contractor and all other people associated with the work that enter the site are required to possess and carry a valid and current Driver's License or a state issued Identification Card.

**a. Background checks:**

- i. Upon request of the City, the Contractor shall within five business days provide, as allowed by law, a background check on employee that enters the site. The City of Fort Lauderdale reserves the right to deny access to the site to any person, as allowed by the law.
- ii. **The background check shall include:**
  1. LEVEL 1 (Past 5 years)
  2. Identification Verification
  3. Selective Service Status (registered/unregistered)
  4. FDLE Automated Criminal Record -Not performed when ordering a LEVEL II check
  5. Clerk of Courts by County of Residence
  6. Employment Verification
  7. DMV by State of residence
  8. Military Service Verification
  9. Professional License & Certification Check
  - 10.5 Panel Drug Screen
    - a. Amphetamines
    - b. Cocaine Metabolites
    - c. Marijuana Metabolites
    - d. Opiate Metabolites
    - e. Phencyclidine
8. **Site Access Control:** At the end of each workday, any gates, hatches, doors, windows, manways, and exterior ladders, etc. shall be secured, closed and locked.
9. Any alarmed system, which is activated or disabled during the workday, shall be tested in conjunction with the City of Fort Lauderdale designee. At the end of each workday, the Contractor shall secure all equipment, hazardous materials, tools, materials and flammable fluids.
10. The Contractor shall maintain key control to assure only authorized personnel have access to equipment, hazardous materials, tools, materials and flammable fluids. The Contractor is advised that all persons seeking entry to the site will be required to show proof of identification (e.g. driver's license).

- 11. Vehicle and Equipment Search:** All vehicles and packages shall be subject to search by The City of Fort Lauderdale designated security personnel. If the driver/owner of a vehicle will not allow the search, access to the site will be denied. All vehicles on The City of Fort Lauderdale property may be searched for items that may pose a threat to the facility or to personnel.
- 12. Photo Control:** Contractor shall not distribute any project photographs, images of video of this project to outside or third parties, except with any potential subcontractors, suppliers, etc., directly involved with the project.
- 13. Contractor shall obtain the written consent of The City of Fort Lauderdale prior to distribution of photographs, images of video to outside third parties. This need for prior written consent includes but is not limited to: publications or trade journals, public relations displays, websites, magazine articles and other media available to the public. Contractor shall exercise reasonable and prudent precautions and security measures to protect the integrity and confidentiality of all photographs, images and video taken of the project.**

#### **4.10 – References (Groups 1 and 2)**

All bidders are required to complete the “References” document.

A minimum of three (3) references shall be provided

*END OF SECTION*

**Executive Summary Report**  
**Of**  
**Event: 136-0 - Commercial Diving Services**

**Buyer:** STEFAN MOHAMMED

**Date Range:** 10/11/2023 03:00:00 PM - 10/25/2023 02:00:00 PM

**Suppliers Notified:** 17

**Notified Suppliers 1 Responding:**

**All Suppliers 3 Responding:**

**Suppliers Responding**

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachment Exists
In Depth Inc	Zachary Rogers	386-202-2771	Zach@indepthservicesinc.com	Bunnell	FL	485,250.00	0.00	Yes
Industrial Divers Corp.	Alejandro Delgado	9545232906	idcshop@bellsouth.net	Fort Lauderdale	FL	253,000.00	0.00	No
KCDS	Jason Wood	785-408-0424	Jwood@kansasdive.com	Topeka	KAN	44,800.00	0.00	No

**Event Lines And Responses**

Item	Description	Unit of Measure	Quantity
THREE DIVING CREW SCHEDULED RATE-	Three Diver Team scheduled rate at a per hour cost - Monday through Friday from 7:00 am to 6:00 pm.  The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.	HR	60.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	60.0000	HR	405.00000000	0.00
Industrial Divers Corp.	60.0000	HR	375.00000000	0.00
Item	Description	Unit of Measure	Quantity	
RATE FOR NIGHTS/WEEKENDS/HOLIDAY-	THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY.	HR	60.0000	
	Three Diving crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).			
	The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.			

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	60.0000	HR	635.00000000	0.00
Industrial Divers Corp.	60.0000	HR	487.50000000	0.00
Item	Description	Unit of Measure	Quantity	
DIVING CREW UNSCHEDULED RATE-	THREE DIVING CREW UNSCHEDULED RATE.	HR	60.0000	
	This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.			
	The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.			

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	60.0000	HR	955.00000000	0.00
Industrial Divers Corp.	60.0000	HR	525.00000000	0.00
Item	Description		Unit of Measure	Quantity
FOUR DIVING CREW SCHEDULED RATE-	FOUR DIVING CREW SCHEDULED RATE		HR	40.0000
<p>This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365 days/year.</p> <p>The City estimates an annual usage of 60 hours. However, quantities listed are not indicative of future usage.</p>				

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	495.00000000	0.00
Industrial Divers Corp.	40.0000	HR	500.00000000	0.00
KCDS	40.0000	HR	350.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
RATE FOR NIGHTS/WEEKENDS/HOLIDAY-	<p>FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS</p> <p>Four Diving Crew for scheduled service for night shift (6.01pm to 6.59am) and for weekends (Sat 6:59 am- Mon 6:59am)/holidays (12 am - 11.59pm).</p> <p>The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.</p>	HR	40.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc.	40.0000	HR	745.00000000	0.00
Industrial Divers Corp.	40.0000	HR	650.00000000	0.00
Item	Description		Unit of Measure	Quantity
CREWS UNSCHEDULED RATE-	FOUR DIVER CREWS UNSCHEDULED RATE		HR	40.0000
	<p>This rate is for unscheduled service (2 hour response time) 24 hours/day, 7 days/week, 365days/year.</p> <p>The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage</p>			

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	1,125.00000000	0.00
Industrial Divers Corp.	40.0000	HR	700.00000000	0.00
Item	Description		Unit of Measure	Quantity
HYDRAULIC ROUGH TERRAIN CRANE-	HYDRAULIC ROUGH TERRAIN CRANE		DA	5.0000
	Hydraulic Rough Terrain crane, Link Belt HSP8015 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.			

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

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	5.0000	DA	5,500.00000000	0.00
Industrial Divers Corp.	5.0000	DA	1,400.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
DISCHARGING HOSE-	4" HYDRAULIC PUMP 400' DISCHARGING HOSE  4" hydraulic Pump 400' discharging hose. All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.	HR	40.0000

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

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	155.00000000	0.00
Industrial Divers Corp.	40.0000	HR	100.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
DISCHARGING HOSE-	6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE  6" Hydraulic Pump (with 400' of discharge hose). All costs associated with using this item including mobilization/demobilization must be included in the hourly rate quoted.	HR	40.0000

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

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	300.00000000	0.00
Industrial Divers Corp.	40.0000	HR	200.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
VACUUM TRUCK-	VACUUM TRUCK  Vacuum Truck, 3200 Gallon. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.	HR	40.0000

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

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	625.00000000	0.00
Industrial Divers Corp.	40.0000	HR	450.00000000	0.00
Item	Description		Unit of Measure	Quantity
CONSTRUCTION PLATFORM WITH BOBCAT-	Floating construction platform with Bobcat E35i or Equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.		DA	5.0000

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

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	5.0000	DA	4,100.00000000	0.00
Industrial Divers Corp.	5.0000	DA	2,500.00000000	0.00
Item	Description	Unit of Measure	Quantity	
FLOATING STORAGE PLATFORM-	Floating Storage Platform with minimum 4 CY capacity. All fees associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.	HR	40.0000	
The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.				

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	315.00000000	0.00
Industrial Divers Corp.	40.0000	HR	375.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
LONG STICK EXCAVATOR-	LONG STICK EXCAVATOR CAT 325 OR EQUAL	DA	5.0000
Long Stick Excavator, CAT 325 or equal. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.			
The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.			

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	5.0000	DA	7,500.00000000	0.00
Industrial Divers Corp.	5.0000	DA	2,500.00000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
TURBIDITY BARRIER FDOT 104-11-	TURBIDITY BARRIER FDOT 104-11	HR	40.0000
<p>Turbidity Barrier, FDOT 104-11. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.</p> <p>The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.</p>			

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	100.00000000	0.00
Industrial Divers Corp.	40.0000	HR	75.00000000	0.00
Item	Description	Unit of Measure	Quantity	
CLOSED CIRCUIT VIDEO SYSTEM-	CLOSED CIRCUIT VIDEO SYSTEM WITH DVD	HR	20.0000	

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

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	20.0000	HR	125.00000000	0.00
Industrial Divers Corp.	20.0000	HR	62.50000000	0.00
Item	Description		Unit of Measure	Quantity
HYDRAULIC TOOLS-	HYDRAULIC TOOLS		HR	40.0000
<p>Hydraulic Tools. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.</p> <p>The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.</p>				

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	100.00000000	0.00
Industrial Divers Corp.	40.0000	HR	87.50000000	0.00

continued...

Item	Description	Unit of Measure	Quantity
PUSH BOATS-	Push Boats. All costs associated with using this item including Mobilization/demobilization must be included in the hourly rate quoted.  The City estimates an annual usage of 40 hours. However, quantities listed are not indicative of future usage.	HR	40.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	40.0000	HR	250.00000000	0.00
Industrial Divers Corp.	40.0000	HR	275.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVEASH TANK #1-	ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	11,000.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,200.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVEASH TANK #2-	ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32		JA	1.0000

continued...

Responses					
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount	
In Depth Inc	1.0000	JA	9,500.00000000	0.00	
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00	
KCDS	1.0000	JA	2,600.00000000	0.00	
Item	Description		Unit of Measure	Quantity	
PEELE DIXIE SOUTH TANK-	ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2		JA	1.0000	
	MANWAYS 4MIL GA				

Responses					
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount	
In Depth Inc	1.0000	JA	9,500.00000000	0.00	
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00	
KCDS	1.0000	JA	2,600.00000000	0.00	
Item	Description		Unit of Measure	Quantity	
PEELE DIXIE NORTH TANK-	ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2		JA	1.0000	
	MANWAYS 4MG				

Responses					
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount	
In Depth Inc	1.0000	JA	9,500.00000000	0.00	
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00	
KCDS	1.0000	JA	2,200.00000000	0.00	
Item	Description		Unit of Measure	Quantity	
POINCIANA PARK-	ON GROUND CONCRETE TANK ROOF HATCH 2		JA	1.0000	
	MANWAYS 2MG				

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	6,300.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,600.00000000	0.00
Item	Description		Unit of Measure	Quantity
SECOND AVENUE-	ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,600.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL #1-	ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	6,300.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	2,400.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL #2-	ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M		JA	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	4,500.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL # 3-	ON GROUND CONCRETE 2 HATCH NO LADDERS		JA	1.0000
	0.17MG			

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,750.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL #4-	ON GROUND CONCRETE 1 HATCH 0.17MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	4,500.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL # 5-	ON GROUND CONCRETE 2 HATCH 0.37MG		JA	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	1,600.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL #6-	ON GROUND CONCRETE 4 HATCH 0.31MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
FIVE ASH CLEARWELL #7-	ON GROUND CONCRETE 1 HATCH 0.05MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
PEELE DIXIE CLEARWELL #8-	ON GROUND CONCRETE 3 HATCH 0.18MG		JA	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,350.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
RECARBONATION BASIN #1/2-	ON GROUND CONCRETE open 0.121MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
RECARBONATION BASIN #3-	ON GROUND CONCRETE open 0.181MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
RECARBONATION BASIN #4-	ON GROUND CONCRETE open 0.181MG		JA	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
ON GROUND CONCRETE OPEN FLUMES-	ON GROUND CONCRETE open FLUMES VARIES		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	12,000.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
SOUTH AERATION BASIN-	ON GROUND CONCRETE open BASIN 0.177MG		JA	1.0000

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00
Item	Description		Unit of Measure	Quantity
NORTH AERATION BASIN-	ON GROUND CONCRETE open BASIN 0.177MG		JA	1.0000

continued...

Responses				
Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
In Depth Inc	1.0000	JA	3,150.00000000	0.00
Industrial Divers Corp.	0.0000	JA	0.00000000	0.00
KCDS	1.0000	JA	800.00000000	0.00

## Header Questions And Responses

### QUESTION

Did you complete the attached required forms?

Question Responses		
Supplier	Response	Has Attachment
In Depth Inc	Yes-Yes, see attached:	Yes
Industrial Divers Corp.	Yes-Yes	Yes
KCDS	Yes-Yes	Yes

## Q And A

Supplier	Question	Answer
Industrial Divers Corp.	Can this emergency response time be extended to 4 hours or clarified that a company representative will be on site within 2 hour with full dive team to follow. If an emergency occurs in the middle of the night 2 hours may not be sufficient time.	4 hours response is reasonable

continued...

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Supplier	Question	Answer
Industrial Divers Corp.	Line items such as #7, 10, 11, & 13 tend to be specialty rental equipment or subcontracts. The unit of measure for these item is per hour but we need to rent them per day. Is there, or can we stipulate, a minimum invoice of 4 or 8 hours?	Quote it for 8-hour day, the line uom will be updated to reflect day
Industrial Divers Corp.	This contract is for 1 year with 3 one year renewals. Is there a COLA or % increase per year to cover inflation and/or the yearly increase in the Florida minimum wage? Or do we need to guesstimate or costs 4 years out in this uncertain economy?	Contract only allows for CPI increase not to exceed 5%. Which can be reviewed after the initial term and upon execution of the renewal each year with proper justification. Any other increases will need to be factored into the bid.
Industrial Divers Corp.	Line 14 "FDOT 104-11" is an item code for floating turbidity barrier per foot. The unit of measure listed is per hour, please provide an estimate of what type of barrier DOT I, II, or III is needed and how long, and length of skirt if any?	DOT II 100"

## Line Responses For Event # 136-0

Company: 10

Event #: 136-0

Event Name: Commercial Diving Services

Supplier Group: COFL

Supplier: 654

Supplier Name: In Depth Inc

Supplier Contact: 1

Supplier Contact Name: Zachary Rogers

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
1	THREE DIVING CREW SCHEDULED RATE	THREE DIVING CREW SCHEDULED RATE			60.0000	60.0000	HR	405.0000000	No	No		Yes	No	No
2	RATE FOR NIGHTS/WEEKENDS/HOLIDAY	THREE DIVING CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAY			60.0000	60.0000	HR	635.0000000	No	No		Yes	No	No
3	DIVING CREW UNSCHEDULED RATE	THREE DIVING CREW UNSCHEDULED RATE			60.0000	60.0000	HR	955.0000000	No	No		Yes	No	No
4	FOUR DIVING CREW SCHEDULED RATE	FOUR DIVING CREW SCHEDULED RATE			40.0000	40.0000	HR	495.0000000	No	No		Yes	No	No
5	RATE FOR NIGHTS/WEEKENDS/HOLIDAY	FOUR DIVER CREW SCHEDULED RATE FOR NIGHTS/WEEKENDS/HOLIDAYS			40.0000	40.0000	HR	745.0000000	No	No		Yes	No	No
6	CREWS UNSCHEDULED RATE	FOUR DIVER CREWS UNSCHEDULED RATE			40.0000	40.0000	HR	1,125.0000000	No	No		Yes	No	No
7	HYDRAULIC ROUGH TERRAIN CRANE	HYDRAULIC ROUGH TERRAIN CRANE			5.0000	5.0000	DA	5,500.0000000	No	No		Yes	No	No

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
8	DISCHARGING HOSE	4" HYDRAULIC PUMP 400' DISCHARGING HOSE			40.0000	40.0000	HR	155.0000000	No	No		Yes	No	No
9	DISCHARGING HOSE	6" HYDRAULIC PUMP WITH 400' DISCHARGING HOSE			40.0000	40.0000	HR	300.0000000	No	No		Yes	No	No
10	VACUUM TRUCK	VACUUM TRUCK			40.0000	40.0000	HR	625.0000000	No	No		Yes	No	No
11	CONSTRUCTION PLATFORM WITH BOBCAT	FLOATING CONSTRUCTION PLATFORM WITH BOBCAT E35I OR EQUAL			5.0000	5.0000	DA	4,100.0000000	No	No		Yes	No	No
12	FLOATING STORAGE PLATFORM	FLOATING STORAGE PLATFORM WITH MINIMUM 4 CY CAPACITY			40.0000	40.0000	HR	315.0000000	No	No		Yes	No	No
13	LONG STICK EXCAVATOR	LONG STICK EXCAVATOR CAT 325 OR EQUAL			5.0000	5.0000	DA	7,500.0000000	No	No		Yes	No	No
14	TURBIDITY BARRIER FDOT 104-11	TURBIDITY BARRIER FDOT 104-11			40.0000	40.0000	HR	100.0000000	No	No		Yes	No	No
15	CLOSED CIRCUIT VIDEO SYSTEM	CLOSED CIRCUIT VIDEO SYSTEM WITH DVD COPY			20.0000	20.0000	HR	125.0000000	No	No		Yes	No	No
16	HYDRAULIC TOOLS	HYDRAULIC TOOLS			40.0000	40.0000	HR	100.0000000	No	No		Yes	No	No

Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
17	PUSH BOATS	PUSH BOATS			40.0000	40.0000	HR	250.00000000	No	No		Yes	No	No
18	FIVEASH TANK #1	ON GROUND CONCRETE TANK 28"28" ROOF HATCH MANWAYS			1.0000	1.0000	JA	11,000.000000	No	No		Yes	No	No
19	FIVEASH TANK #2	ON GROUND CONCRETE TANK 55"48"ROOF HATCH 2 MANWAYS 186X32			1.0000	1.0000	JA	9,500.000000	No	No		Yes	No	No
*20	PEELE DIXIE SOUTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOF HATCH 2 MANWAYS 4MIL GA			1.0000	1.0000	JA	9,500.000000	No	No		Yes	No	No
21	PEELE DIXIE NORTH TANK	ON GROUND CONCRETE TANK 35"X44" ROOFHATCH 2 MANWAYS 4MG			1.0000	1.0000	JA	9,500.000000	No	No		Yes	No	No
22	POINCIANA PARK	ON GROUND CONCRETE TANK ROOF HATCH 2 MANWAYS 2MG			1.0000	1.0000	JA	6,300.000000	No	No		Yes	No	No
23	SECOND AVENUE	ELEVATED WELDED STEEL 24X24 ROOF HATCH 1 MANWAY 1MG			1.0000	1.0000	JA	3,350.000000	No	No		Yes	No	No

## Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
24	FIVE ASH CLEARWELL #1	ON GROUND CONCRETE 3 HATCHES NO LADDER 0.98MG			1.0000	1.0000	JA	6,300.000000 00	No	No		Yes	No	No
25	FIVE ASH CLEARWELL #2	ON GROUND CONCRETE 1 HATCH NO LADDER 0.49M			1.0000	1.0000	JA	4,500.000000 00	No	No		Yes	No	No
26	FIVE ASH CLEARWELL # 3	ON GROUND CONCRETE 2 HATCH NO LADDERS 0.17MG			1.0000	1.0000	JA	3,750.000000 00	No	No		Yes	No	No
27	FIVE ASH CLEARWELL #4	ON GROUND CONCRETE 1 HATCH 0.17MG			1.0000	1.0000	JA	4,500.000000 00	No	No		Yes	No	No
28	FIVE ASH CLEARWELL # 5	ON GROUND CONCRETE 2 HATCH 0.37MG			1.0000	1.0000	JA	3,350.000000 00	No	No		Yes	No	No
29	FIVE ASH CLEARWELL #6	ON GROUND CONCRETE 4 HATCH 0.31MG			1.0000	1.0000	JA	3,350.000000 00	No	No		Yes	No	No
30	FIVE ASH CLEARWELL #7	ON GROUND CONCRETE 1 HATCH 0.05MG			1.0000	1.0000	JA	3,150.000000 00	No	No		Yes	No	No
31	PEELE DIXIE CLEARWELL #8	ON GROUND CONCRETE 3 HATCH 0.18MG			1.0000	1.0000	JA	3,350.000000 00	No	No		Yes	No	No
32	RECARBONATION BASIN #1/2	ON GROUND CONCRETE open 0.121MG			1.0000	1.0000	JA	3,150.000000 00	No	No		Yes	No	No
33	RECARBONATION BASIN #3	ON GROUND CONCRETE open 0.181MG			1.0000	1.0000	JA	3,150.000000 00	No	No		Yes	No	No

## Line Responses For Event # 136-0 continued...

Line Responses														
Line #	Item	Description	Vendor Item	Vendor Item Description	Line Quantity	Response Quantity	Unit of Measure	Unit Price	No Charge	No Bid	No Bid Reason	Response Exists	Questions Exist	Is Awarded
34	RECARBONATION BASIN #4	ON GROUND CONCRETE open 0.181MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
35	ON GROUND CONCRETE OPEN FLUMES	ON GROUND CONCRETE open FLUMES VARIES			1.0000	1.0000	JA	12,000.00000000	No	No		Yes	No	No
36	SOUTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No
37	NORTH AERATION BASIN	ON GROUND CONCRETE open BASIN 0.177MG			1.0000	1.0000	JA	3,150.00000000	No	No		Yes	No	No

# MARINE CONSTRUCTION



## FACTS

Waterfront and marine environment infrastructure suffers from exposure to the elements at a faster rate than conventional construction.

Having experts on hand to assist in the development and deployment of strategies to mitigate and repair damage is cost-effective through the extension of the life span of existing structures whilst minimizing the impact on the environment.

## SERVICES

Underwater construction, repair and inspections of existing or new infrastructure.



## MARINE CONSTRUCTION

In Depth's marine construction expertise includes projects offshore and inland and cover a wide array of project skills, including:

- Concrete and form work
- Welding
- Inspection
- Maintenance of existing infrastructure
- Photography and video
- Pipe laying, identification and recovery and pipe support services
- Installation of scientific and technical instruments

Regular inspections and scheduled repairs of existing infrastructure help maintain safer facilities for the property owners, and the public.

Our certified engineer on staff and professional divers can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

Contact In Depth, Inc. and our knowledgeable team will get to work for you,

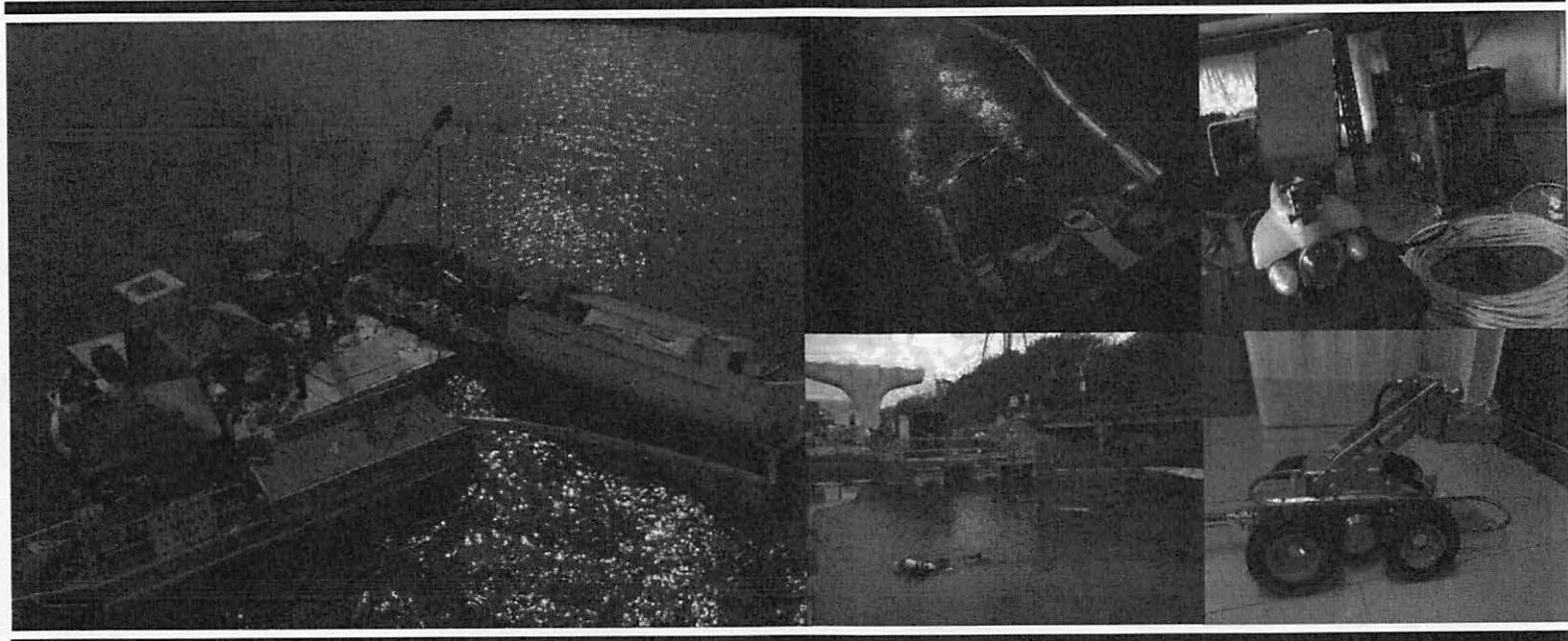
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Office: (386) 202-2771  
Emergency: (386) 986-8177  
[info@indepthservicesinc.com](mailto:info@indepthservicesinc.com)

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[INDEPTHSERVICESINC.COM](http://INDEPTHSERVICESINC.COM)

# EMERGENCY RESPONSE



## FACTS

Whether it is weather related, from a catastrophic hurricane, or a failure of infrastructure or a singular event, planning ahead to mitigate disaster reaps great benefits.

## SERVICES

Emergency Response  
Aerial, Underwater, Topside Support

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
info@indepthservicesinc.com



## PROFESSIONAL PERSONNEL AND RAPID RESPONSE.

In Depth Inc. maintains a dedicated staff of divers and professionals that can respond rapidly and efficiently to events that occur naturally, or man-made. Our wide breadth of experience includes emergency response to hurricane events, flooding and destruction.

In Depth Inc. includes salvage expertise that can help mitigate environmental disasters such as oil and fuel spills and sunken/crippled vessels, derelict vessel recovery and salvage. In Depth, Inc. utilizes the latest technology to bring to clients a turnkey operation that covers most project requirements including:

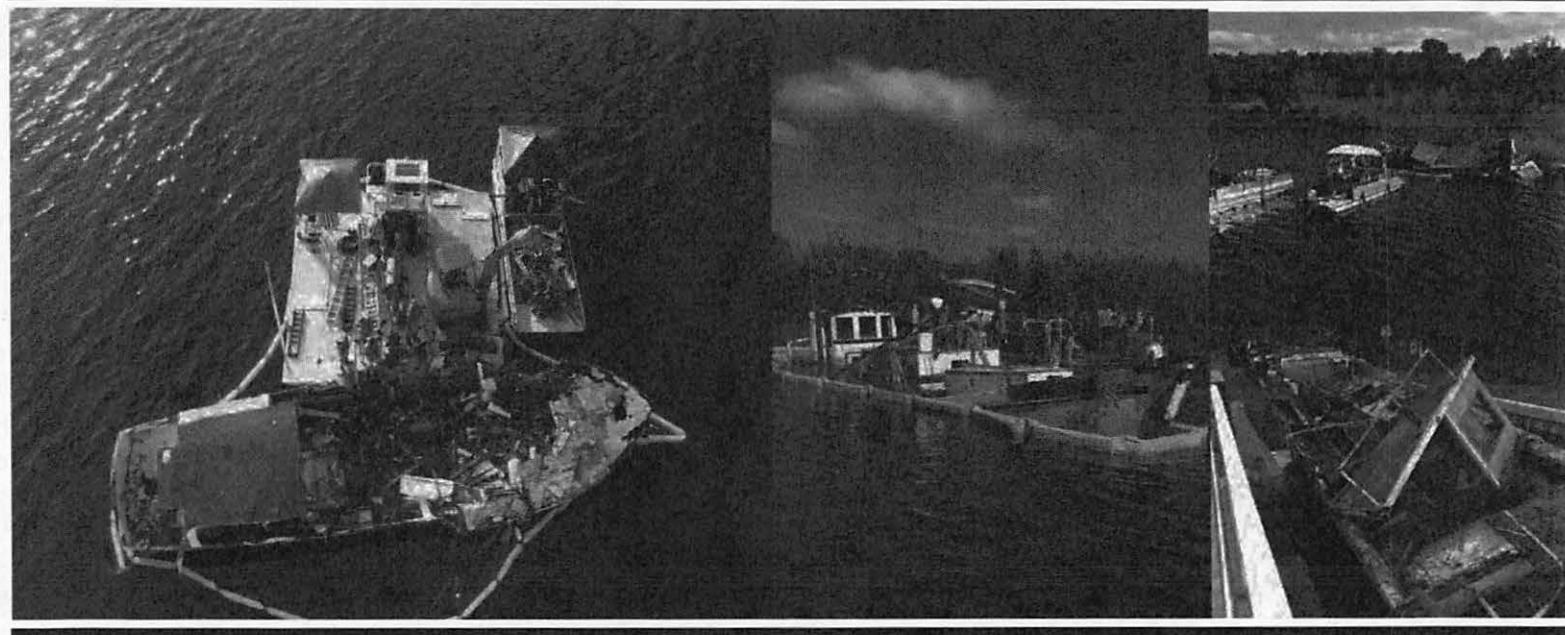
**Drones:** In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilised by utility districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally. Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.

**Remote Operated Vehicles (ROV's):** Rapidly deployed offshore or inland, our ROV's can capture high resolution video and capture quality photographs even in poor light/poor water quality conditions.

**Personnel:** Our certified commercial divers specialize in their trade, and remain up to date with critical certifications. Our project managers have experience working on FEMA and USCG projects, major oil spills and vessel salvages. We have the tools, techniques and expertise to successfully complete the most demanding projects.

INDEPTHSERVICESINC.COM

# DERELICT VESSEL SALVAGE



## FACTS

Derelict vessels contaminate waterways and create navigation hazards, posing a threat to the local community and natural ecosystems.

## SERVICES

Salvage and environmental remediation

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
[info@indepthservicesinc.com](mailto:info@indepthservicesinc.com)



## ENVIRONMENTAL MITIGATION FOR ABANDONED VESSELS

In Depth's Diving & Salvage crews understand the complexities of derelict and abandoned vessels, and the importance of protecting and repairing the environment that may have been affected by the wreck. There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that rely on healthy ecosystems in Florida.

In Depth Services is committed to helping keep our waterways clean and protecting the ecosystem that supports native fish and wildlife in Florida.

A critical step in any submerged vessel salvage is siphoning vessels fluids from engines and generators, hydraulic systems and radiators and removing batteries, oil and fuel filters and other potential contaminants before the vessel's salvage from its environment.

This action helps mitigate pollutants that would otherwise release into the waterways.

Turbidity curtains are deployed during the salvage to contain additional harmful pollutants from travelling into the water system and contain internal and external debris that can then be disposed of responsibly according to project and client requirements.

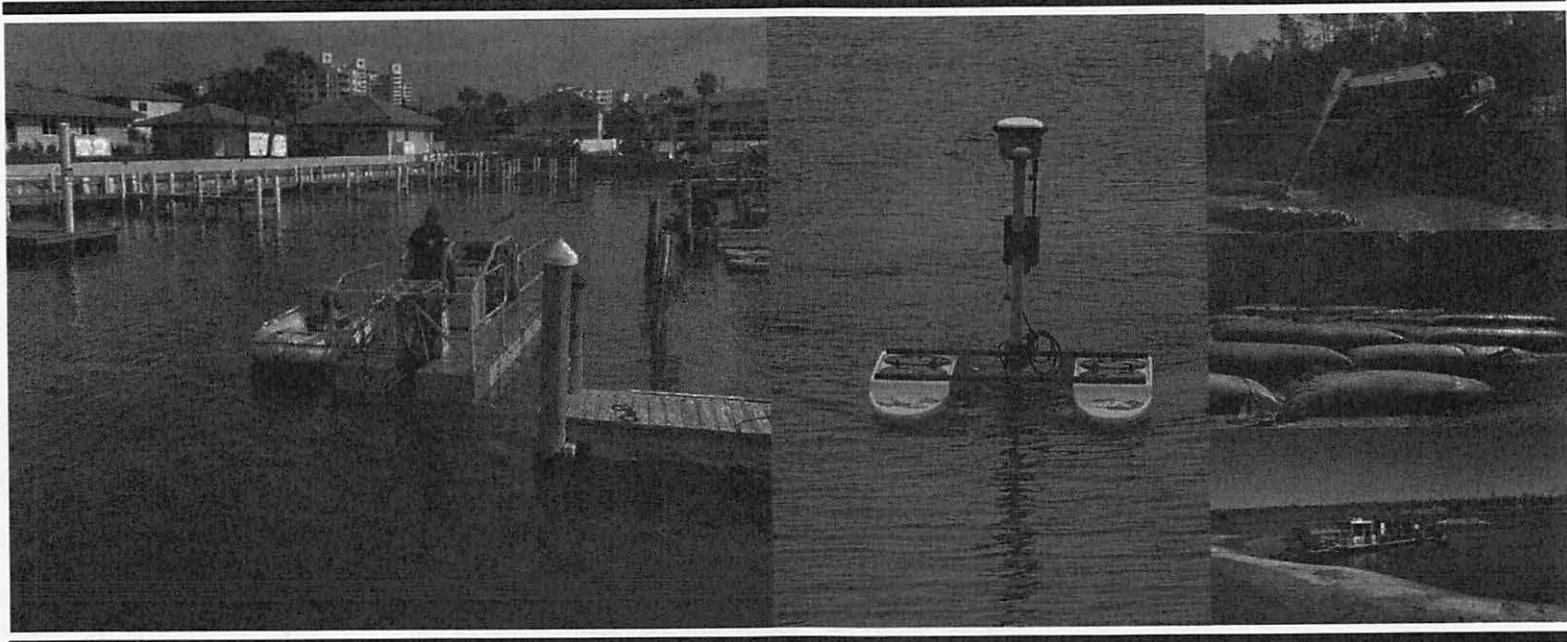
Salvage solutions can include refloating the vessel whole, for transportation to a secure site for recovery and disposal, or dismantling the vessel in place, if the vessel is discovered with structural damage that prevents refloating for recovery.

Our certified engineer on staff and professional salvors can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

Contact In Depth, Inc. and our knowledgeable team will get to work for you, providing underwater and topside salvage expertise.

[INDEPTHSERVICESINC.COM](http://INDEPTHSERVICESINC.COM)

# DREDGING SERVICES



## FACTS

In Depth, Inc. believes in helping to improve and keep our state's waterways clean and rebuilding the ecosystem that supports native fish and wildlife in Florida. Our dredging services focus on solving client problems whilst restoring channels to navigable standards.

## SERVICES

Dredging/Debris Removal

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
info@indepthservicesinc.com



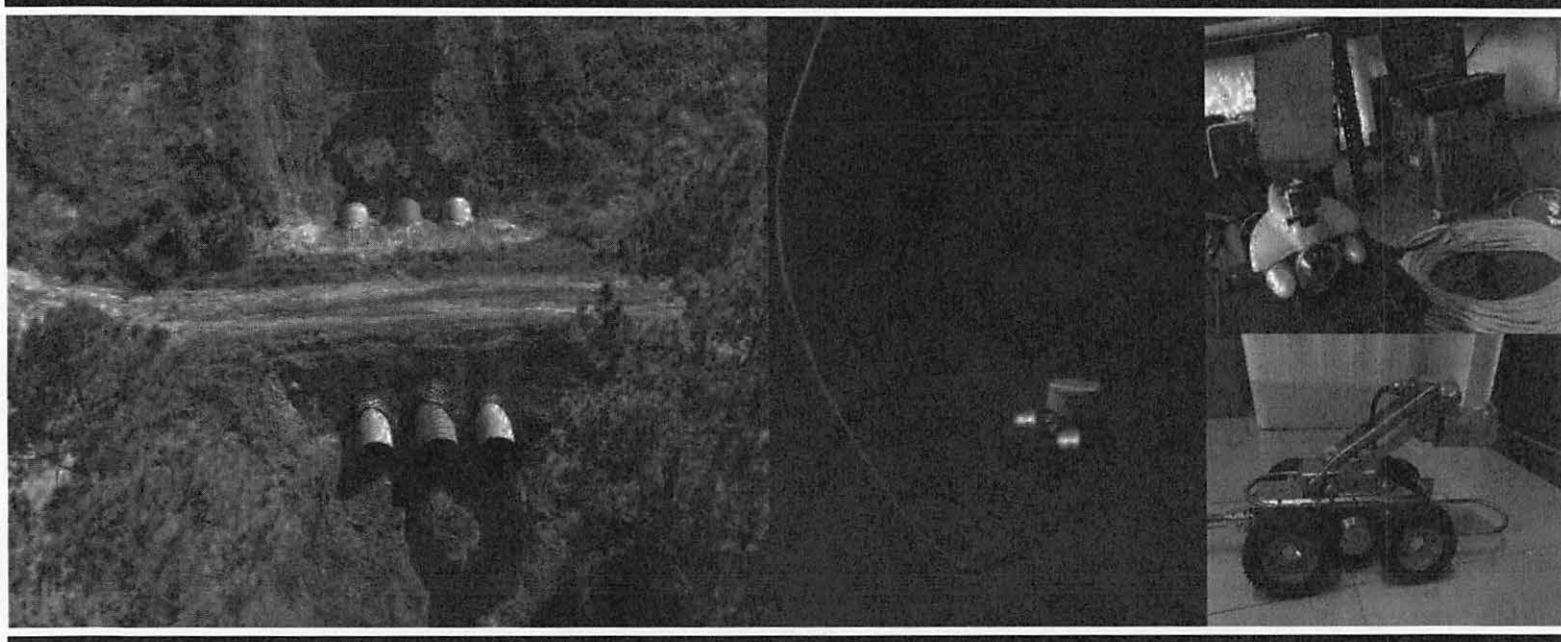
## DREDGING SERVICES

There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that rely on the ecosystem in Florida. We keep this in mind while supporting clients requests for dredging navigable channels and other restricted waterways. Our rapid mobile deployment service can respond to requests simply and efficiently, and cost effectively.

## ADDITIONAL IDS CAPABILITIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

# DRONES AND ROV'S



## FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

## SERVICES

ROV INSPECTIONS  
DRONE INSPECTIONS

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
info@indepthservicesinc.com

## REMOTE OPERATED VEHICLES (ROV'S)

ROV's are submersible robotic systems, that can be utilized for scientific observations, and for recording data during inspections and construction activities underwater. These sealed systems can be used in environments that may reduce cost and risk and mitigate safety issues that may need to be addressed deploying professional commercial divers.

In Depth Inc.'s Observation Class ROV's and Crawlers are compact and rapidly deployable. Marine infrastructure requires routine inspections in order to maintain its longevity, though unlike physical diving, ROV's can stay on station and at depth for as long as the situation warrants. The sensitive camera's low light and video recording capabilities can provide high resolution recording in deep, dark and murky waters. Pipe penetrations and vaults, emergency services and response and sensitive ecosystems all benefit from the deployment of ROV systems.

## DRONES

In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilised by Utility Districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally.

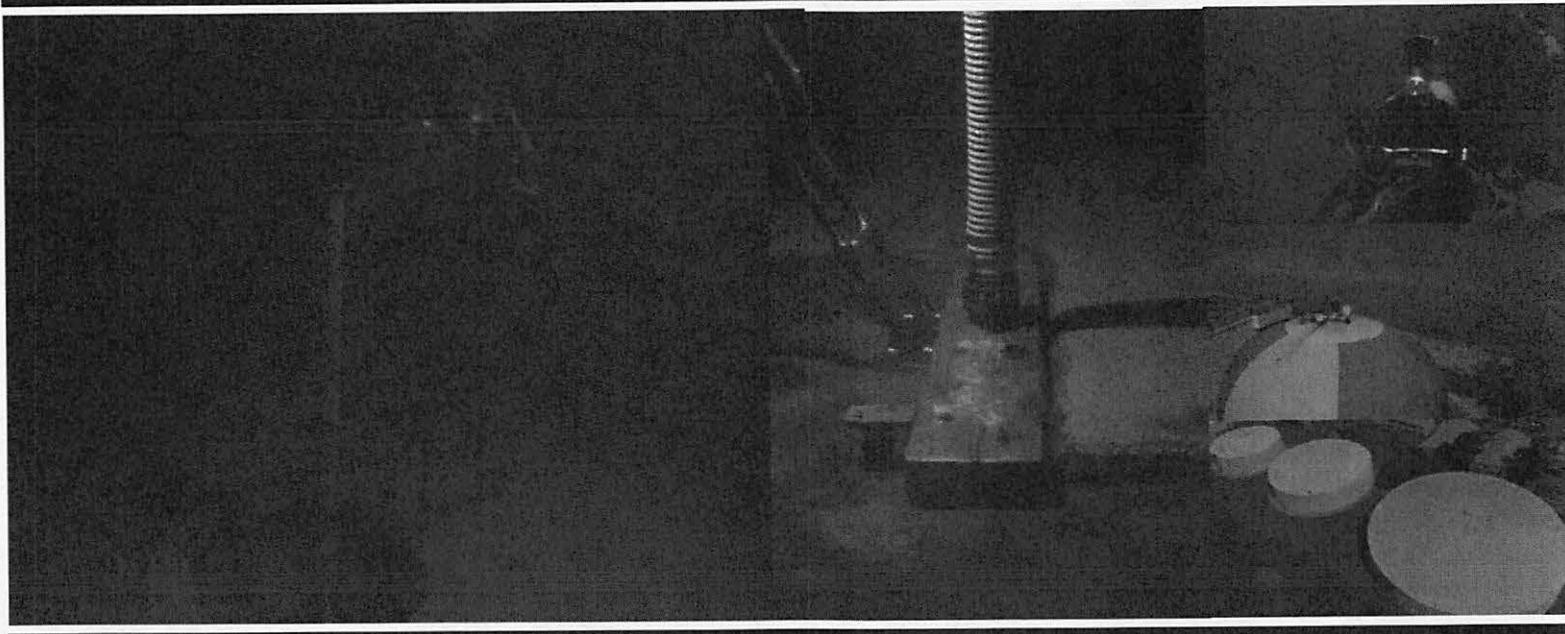
Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our Drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.



INDEPTHSERVICESINC.COM



# POTABLE WATER SERVICES



## FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

## SERVICES

Inspections/Repairs  
Cleaning/Debris Removal

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
info@indepthservicesinc.com



## POTABLE WATER SERVICES

Potable water comes from surface and ground sources and is treated to levels that meet state and federal standards for consumption. Water from natural sources is treated for microorganisms, bacteria, toxic chemicals, viruses and fecal matter. Regular maintenance and inspections can assist the owner of the facility to maintain the high standards expected of community utilities. The removal of layers of sediment that continually build up in reservoirs and inspections and repairs of existing infrastructure is a critical function and part of this process.

## IDS CAPABILITIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

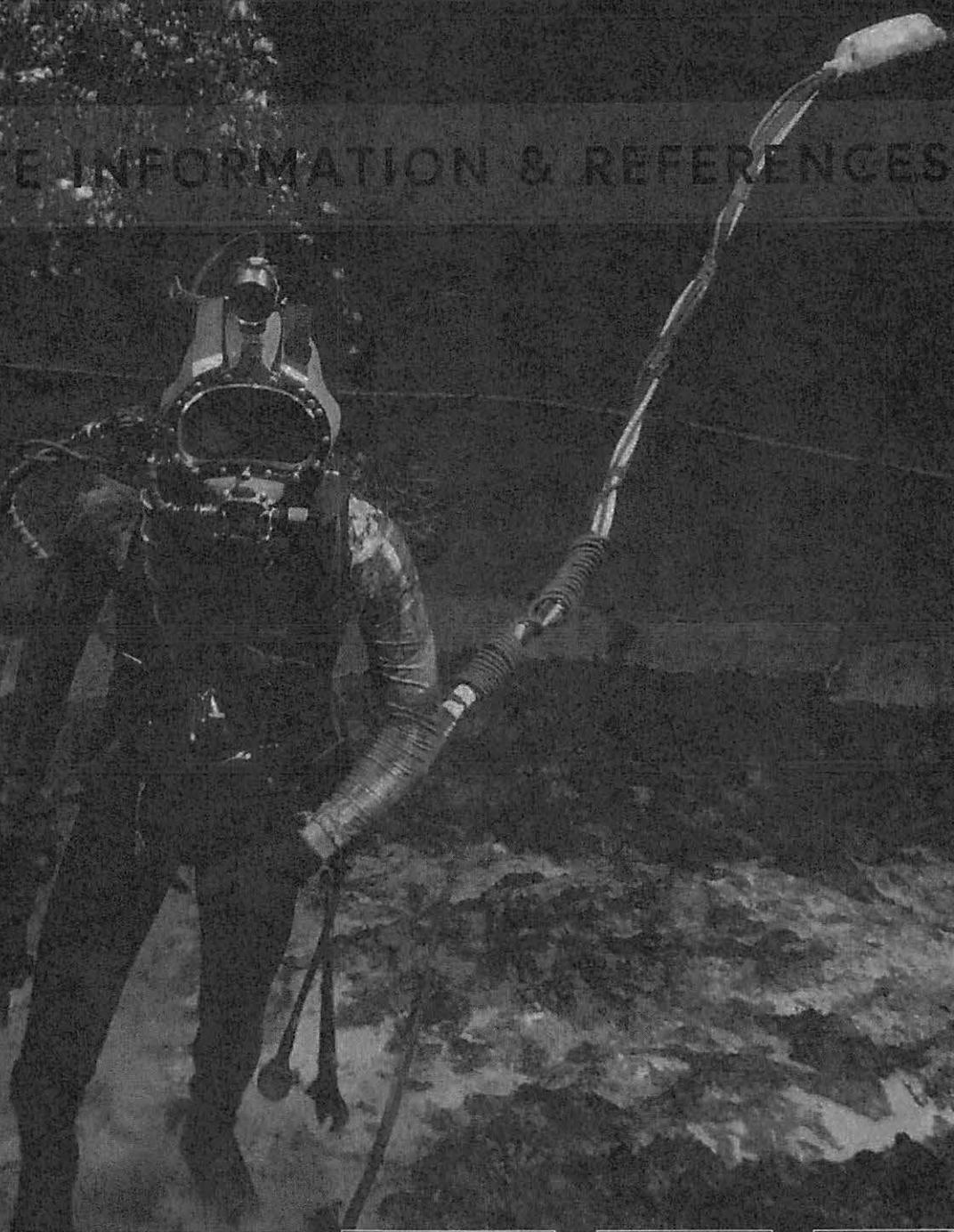
INDEPTHSERVICESINC.COM

# indepthservicesinc.com



MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV & DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK CLEANING & REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK & BULKHEAD REPAIRS • DREDGING • SITE CLEARING • HURRICANE RESPONSE • EMERGENCY MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & WRECK REMOVAL • SEARCH & RESCUE • PUMP INSPECTIONS & REPLACEMENT • UTILITY DISTRICTS • THEME PARKS • CHEMICAL PLANTS • SANITARY DISTRICTS • PORTS & HARBORS

## CORPORATE INFORMATION & REFERENCES



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# CORPORATE INFORMATION

## ABOUT US

In Depth Inc. provides our clients with "in-depth" services to generate detailed assessments & inspection reports through an integrated platform of the industries most recognized standards. We are a certified **SBE/DBE** entity.

Our current service line consists of:

- Potable Diving
- Structural & Coating Inspections
- FDOT Bridge Inspections
- Infrastructure construction, repairs and inspections including Dams, Levees, Weirs and Seawall Inspections
- Storm Water Diving
- Aerial Inspections
- NDT Visual Inspections
- Contaminants / Sediment Removal
- Dredging, Debris Removal, Salvage Recovery
- Underwater Reconnaissance
- Dry & Wet Corrosion Control Repairs
- Submerged Valve & Gate Maintenance
- Leak Detection & Repairs
- Mil Thickness Testing (DFT)
- Ultrasonic Testing (UT) Mag Particle and Visual Inspection (NDT)
- ROV Operations & Inspections
- Emergency Dive Operations
- Engineering Services
- Vessel Inspections
- Marine Construction & Demolition, & Marine Related Maintenance.

We travel to desolate remote job sites and locations to provide our services to our clients in all areas throughout the entire southeastern region of the United States. With over seven years of experience in the coastal / inland commercial diving industry, in excess of 20 years experience with structural marine engineering, and staff experience ranging from entry-level to 34+ years in the marine construction industry, we continue to inherit and expand our knowledge across all spectrums that we are engaged with. In addition, our company consistently makes maximum efforts to evolve and expand the use of our products, services, & technology.

**Legal Entity Name:** In Depth Inc.

**DBA:** In Depth Services

**Website:** indepthservicesinc.com

**Address:** 1473 Old Haw Creek Rd. Bunnell, FL 32110

**Phone:** 386-202-2771

**FEIN:** 82-1293180

**CAGE Code:** 7WL53

**Contractors License:** SCC131152633

**DUNS:** 080675834

**Main Industry:** [959-00] Marine Construction or Related Services; Marine Structure Inspection, Maintenance, and Repairs

**Primary Industry:** Diving / Marine Construction & Inspections

**Business Registration Type:** Corporation

**Business Function:** Service Provider / Marine Construction

**State of Incorporation:** FL

**Date Incorporated:** May 5, 2017

**Number Of Employees:** 14 - 18

**Annual Revenue:** 0 - 1,500,000

**E-Verify:** 1225292 (8/28/2017)

**Key Contact:** President Zachary Rogers Office: 386-202-2771 or Mobile: 386-986-8177

**SAMS GOV Info:** Unique Entity ID: WN3YW93R2ZL1 CAGE Code: 7WL53

EMail: zach@indepthservicesinc.com & indepthservices.inc@gmail.com

**Insurance Insurance Liability Coverage:**

Comprehensive General Liability - \$2,000,000.00 per occurrence Comprehensive Auto Liability - \$1,000,000.00

Workers Compensation - \$1,000,000.00

Professional Liability Insurance - \$2,000,000.00

Pollution Liability Insurance - \$1,000,000.00 per occurrence

Injury and Damage Insurance - \$1,000,000.00 per occurrence Bodily \$1,000,000.00 per occurrence Property Umbrella Policy - \$2,000,000.00

**Ownership Information:**

Name: Zachary Rogers

Title: President

Percent ownership: 100%

**Staff:**

Sr. Project Managers - Zachary Rogers / Susan Couslin / Danny Broadhurst

HR / Head of Reports Department - Kamalani Grabowski

Reports - Melanie Rynearson

Sales / Client Support - Susan Couslin / Danny Broadhurst / Melanie Rynearson

Professional Engineer - Rob Norton

Structural Engineer - Rob Norton

Safety Managers - Zachary Rogers / Danny Broadhurst

Shop Foreman - Ryan Hamill

Dive Inspectors - Zachary Rogers / Rob Norton / Adrian Estrada

Coating Inspector - Zachary Rogers

Confined Space Experts - Zachary Rogers/ Adrian Estrada

Job Site Foremen - Ryan Hamill / Zachary Rogers / Adrian Estrada

Dive Supervisors - Zachary Rogers/ Adrian Estrada / Kenneth Kelly-Lewis

Commercial Divers - Zachary Rogers/ Adrian Estrada / Kenneth Kelly-Lewis / Jan Read / Barret Sullivan / Ryan Frost

**Qualifications / Agencies Registered:**

- MBE - Minority Owned Business (State of Florida)
- DBE - Disadvantage Business Enterprise
- AWWA - American Water Works Association
- ACI - American Concrete Institute
- NACE - National Association of Corrosion Engineers
- SSPC - The Society of Protective Coatings
- FRWA - Florida Rural Water Association
- NHI - National Highway Institute
- Diver Certification Board of Canada (D.C.B.C.) qualified as an Unrestricted Surface Supplied Commercial Dive Supervisor
- Diver Association of Commercial Diving Educators (A.C.D.E.) qualified as an Air/Mixed Gas Commercial Divers
- ADCI Mixed Gas Supervisors
- Certified in accordance with N.C.C.E.R Rigging Fundamentals
- Qualified in accordance with OSHA, Haz-Mat/Hazwoper procedures (40 Hours)
- Qualified in accordance with OSHA, Confined Space Entry procedures
- NACE CSP1 lvl, inspector certification and standard specialist
- Non Destructive Testing (N.D.T.) Level I & II U/W V.T., U.T. & M.P.I.
- First Aid, C.P.R., Oxygen Provider, Automated Defibrillator Qualified, & Offshore Survival Certi-

fied

- Transportation Worker Identification Credential Card (TWIC) & Valid U.S. Passport
- AWS D3-6M Underwater Welding Certifications
- National Center Construction Education & Research (N.C.C.E.R) core curricula certified in basic & power tool safety
- NASE Certified Rescue Diver
- EMT & DMT advanced course Certifications (dive medic)
- O2 oxygen certified provider / administrator
- Fall Safety Protection Certifications
- Florida Professional Engineer (License # 54750)
- Data Entry Specialist
- UAS Remote Pilot Licenses: ZR (Cert. # 4312217) DB (Cert. #C1376118)
- Certified Specialty Marine Contractor (License # SCC131152633)
- Dive Helmet Technician (Cert. # T-18050)
- Visual Cylinder Inspector (PSI - PCI # 33391)

#### **Corporate Experience**

- Emergency response services deployed and mobilized on-site within 72 hours.
- Multiple dive supervisors on staff w/ years of field experience at the company
- Inspections preformed on a diverse and enormously wide range of concrete and steel structures such as; tanks, towers, reservoirs, standpipes, treatment plants, pipelines, catch basins, pump stations, docks, dams, culverts, seawalls, & bridges.
- Over 4,000 (+) successfully completed dive operations to date
- Inspections recognized through (NACE,SSPC-S,AWWA,ISO) requirements and standards).
- Company staffed (PE) Licensed Engineers w/ Structural & Civil Engineering consultants.
- Company staffed Mariner Specialty Contractor & General Contractor Licenses
- More than 100 signed & sealed structural inspection reports generated every year.
- Multiple long term maintenance contracts currently in effect, throughout areas in FL / GA.
- Penetration dives up to 500' ft in length
- Wet welding / underwater concrete construction / closed system dredging / salvage & recovery
- Underwater corrosion control & coating application services on both steel & concrete structures
- 100% customer services satisfaction.



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

## Detail by Entity Name

Florida Profit Corporation

IN DEPTH INC.

### Filing Information

**Document Number** P17000041163  
**FEI/EIN Number** 82-1293180  
**Date Filed** 05/05/2017  
**State** FL  
**Status** ACTIVE  
**Last Event** NAME CHANGE AMENDMENT  
**Event Date Filed** 02/27/2018  
**Event Effective Date** NONE

### Principal Address

1473 Old Haw Creek Rd  
Bunnell, FL 32110

Changed: 03/22/2022

### Mailing Address

1473 Old Haw Creek Rd  
Bunnell, FL 32110

Changed: 03/22/2022

### Registered Agent Name & Address

ROGERS, ZACHARY J  
1473 Old Haw Creek Rd  
Bunnell, FL 32110

Address Changed: 02/28/2023

### Officer/Director Detail

#### **Name & Address**

Title President

Rogers, Zachary J  
1473 Old Haw Creek Rd  
Bunnell, FL 32110

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2021	01/27/2021
2022	03/22/2022
2023	02/28/2023

Document Images

<a href="#">02/28/2023 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/2022 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2021 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/19/2020 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2019 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2018 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2018 – Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">05/05/2017 – Domestic Profit</a>	<a href="#">View image in PDF format</a>

## LICENSEE DETAILS

7:40:27 PM 7/28/2022

### Licensee Information

Name:	<b>ROGERS, ZACHARY (Primary Name)</b>
	<b>IN DEPTH INC. (DBA Name)</b>
Main Address:	<b>7 KAYWOOD PL</b>
	<b>PALM COAST Florida 32164</b>
County:	<b>FLAGLER</b>
License Location:	<b>1473 OLD HAW CREEK RD</b>
	<b>BUNNELL FL 32110</b>
County:	<b>FLAGLER</b>

## License Information

License Type:	<b>Certified Specialty Contractor</b>
Rank:	<b>Cert Specialty</b>
License Number:	<b>SCC131152633</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>01/18/2022</b>
Expires:	<b>08/31/2024</b>

Special Qualifications	Qualification Effective
Construction Business	01/18/2022
Marine Specialty Contractor	01/18/2022

License Type	Name	Name Type	License Number/Rank	Status/Expires
Certified Specialty Contractor	IN DEPTH INC.	DBA	SCC131152633 Cert Specialty	Current, Active 08/31/2024

License Location Address\*: 1473 OLD HAW CREEK RD BUNNELL, FL 32110

**Main Address:** 7 KAYWOOD BL PALM COAST, FL 32164

Construction Business Information	IN DEPTH INC.	Primary	Business Info	Current
License Location Address*:	1473 OLD HAW CREEK RD BUNNELL, FL 32110			
Main Address*:	555 WEST GRANADA BLVD SUITE E12 PALM COAST, FL 32174			





Ron DeSantis, Governor

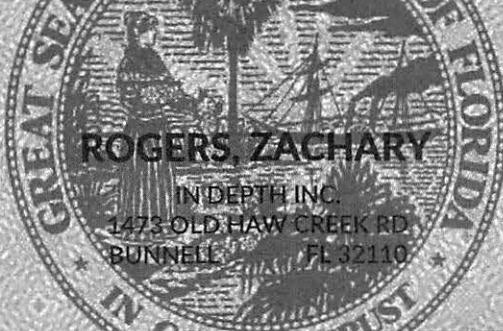
Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: SCC131152633

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

Page 5 of 20

**LICENSEE DETAILS**

10:34:44 AM 4/11/2023

**Licensee Information**

Name:	<b>NORTON, ROBERT J. (Primary Name)</b>
Main Address:	<b>821 S. NEWPORT AVE. TAMPA Florida 33606</b>
County:	<b>HILLSBOROUGH</b>

**License Information**

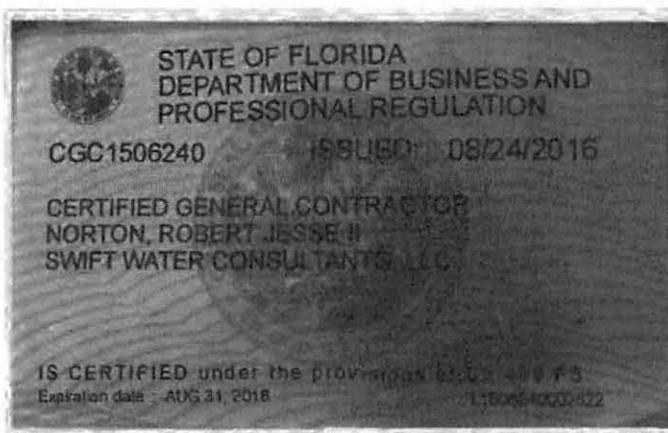
License Type:	<b>Professional Engineer</b>
Rank:	<b>Prof Engineer</b>
License Number:	<b>54750</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>07/26/1999</b>
Expires:	<b>02/28/2025</b>

**Special Qualifications****Qualification Effective**

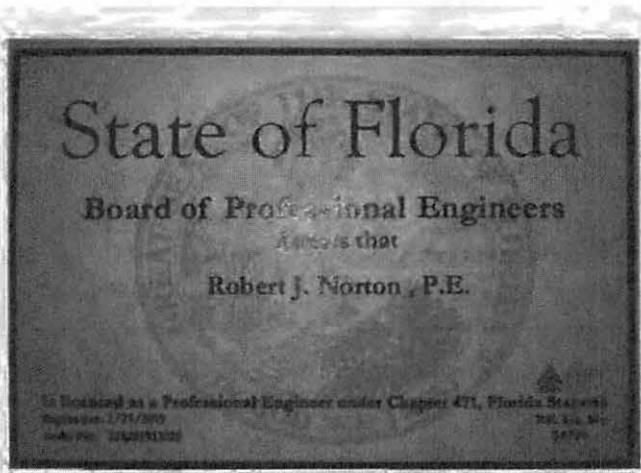
<b>Advanced Building Code Course Credit</b>	<b>11/28/2018</b>
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**Alternate Names**

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GC License (SWC CGC1506240)



## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>In Depth Inc</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>N/A</b> Exemption from FATCA reporting code (if any) <b>N/A</b> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>1473 Old Haw Creek Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Bunnell, FL 32110</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

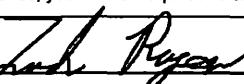
Social security number										
			-			-				
or										
Employer identification number										
8	2		-	1	2	9	3	1	8	0

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►		Date ►	4/11/2023
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### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

# *State of Florida*

## *Minority Business Certification*

In Depth Inc.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

04/24/2023

to

04/24/2025



---

J. Todd Inman  
Florida Department of Management Services



# Florida Unified Certification Program

## Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

IN DEPTH INC

*MEETS THE REQUIREMENTS OF 49 CFR, PART 26*

*APPROVED NAICS CODES:*

541990, 561790, 561990, 624230

Samuel (Sammy) Febres

*DBE & Small Business Development Manager*

*Florida Department of Transportation*



Page 10 of 20

**2023 - 2024**

**FLAGLER COUNTY  
BUSINESS TAX RECEIPT**  
SUBJECT TO COUNTY ZONING RESTRICTIONS  
TAX RECEIPT MUST BE DISPLAYED ON PREMISES

ACCOUNT NO. 27567 RECEIPT NO. 11771.000

**BUSINESS PERIOD: October 01, 2023 - September 30, 2024**  
**EXPIRES: SEPTEMBER 30, 2024**

THE PERSON(S), OR ENTITY BELOW:

IN DEPTH INC  
IN DEPTH INC  
1473 OLD HAW CREEK RD  
BUNNELL, FL 32110

Suzanne Johnston, CFC, Flagler County Tax Collector  
P O Box 846, Bunnell, Florida 32110  
Phone: (386) 313-4160 or Fax: (386) 313-4161

OWNED BY:  
ZACHARY JAMES ROGERS

LOCATION:  
1473 Old Haw Creek Rd  
Bunnell, FL 32110

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

MISCELLANEOUS PUBLIC SERVICE  
315 COMMERCIAL DIVE SERVICES

\$11.00



Receipt Fee 11.00

Late Penalty

NSF Fee

Transfer Fee

**Paid INT-22-00157398 07/19/2023 11.00**

**MAIN OFFICE:** 1769 E Moody Blvd, Bldg 2, Suite 102, Bunnell, FL 32110

**BRANCH OFFICES:** Flagler Beach Office, 2525 Moody Blvd, Flagler Beach, FL 32136  
Palm Coast Office, 213 St. Joe Plaza Drive, Palm Coast, FL 32164

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND FLAGLER COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.  
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR  
BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.

**TAX RECEIPT MUST BE DISPLAYED ON PREMISES**

2024

CITY OF BUNNELL  
LOCAL BUSINESS TAX RECEIPT

2024

Issued To:

ZACHARY ROGERS  
IN DEPTH INC  
7 KAYWOOD PLACE  
PALM COAST FL 32164



Date Issued: 10/01/2023

Business License #: 6428

Class: BUSINESS/REPAIR SERVICE  
COMMERCIAL DIVING/INSPECTION

Expires: 9/30/2024

1473 OLD HAW CREEK RD

A penalty will be imposed on any persons failing to renew this Local Business Tax Receipt by September 30. This Local Business Tax Receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or for the compliance or noncompliance of the holder with other laws, regulations, or standards.

Elizabeth Beavers  
AUTHORIZED SIGNATURE

THIS LICENSE MUST BE POSTED CONSPICUOUSLY  
AT YOUR PLACE OF BUSINESS



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

September 2, 2022

REGISTERED VENDOR NO.: 121741

Zachary Rogers, President  
In Depth, Inc.  
1473 Old Haw Creek Road  
Bunnell, FL 32110

Dear Mr. Rogers:

**CERTIFICATION EFFECTIVE DATE:**  
September 6, 2022

**CERTIFICATION EXPIRATION DATE:**  
September 6, 2025

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

### **Professional Diving Inspection, Maintenance and Underwater Repair Services**

*Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.*

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar  
SBE Program Specialist  
Procurement Bureau

JD



## 2023 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/22

**This Certificate Expires on December 31, 2023**

**Business Name and Location Address**

**Certificate Number**

IN DEPTH INC 28-8018966680-2  
INN DEPTH CO  
1473 OLD HAW CREEK RD  
BUNNELL, FL 32110-7691

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your **Florida Annual Resale Certificate for Sales Tax** (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

**As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.**

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit [floridarevenue.com/taxes/certificates](http://floridarevenue.com/taxes/certificates)

**Phone: 877-357-3725** and enter your customer's Annual Resale Certificate number

**Mobile App:** Available for iPhone, iPad, and Android devices



U.S. Department  
of Transportation  
Federal Highway  
Administration

National Highway Institute



# *Certificate of Training*

**Zachary Rogers**

*has participated in*

**FHWA-NHI-130091 Underwater Bridge Inspection**

*hosted by*

**Texas Department of Transportation**

*Date: February 25-28, 2020*

*Hours of Instruction: 24*

*Location: Austin, TX*

Instructor

Instructor

Local Coordinator

Michael Davies, P.E.  
Director, National Highway Institute



**NACE**  
INTERNATIONAL  
INSTITUTE

## Certificate of Achievement

The NACE International Institute Recognizes

**Zachary Rogers**

As a Certified

NACE Coating Inspector Level 1

*Heina Sutager*  
Executive Director  
NACE International Institute



Expires  
May 15, 2026

Cert No. 70683

8425214

8425214



**AMPP**™ Certificate of Achievement

The Association for Materials Protection and Performance Recognizes

**Zachary Rogers**

As a Certified

Basic Coatings Inspector

*Heina Sutager*  
Executive Director  
AMPP



Expires  
May 15, 2026  
Cert No. N-70683



### Instructor

Name Zachary Rogers  
Member ID 16868  
Cert. Date 11/06/2014



This member is qualified to perform training for level indicated on this card as outlined by NASE. Teaching status may be verified by "Proof of active status" provided by member from NASE website.

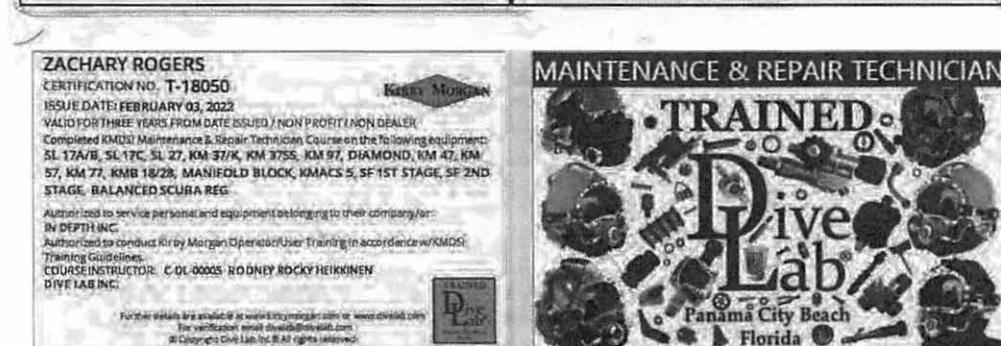
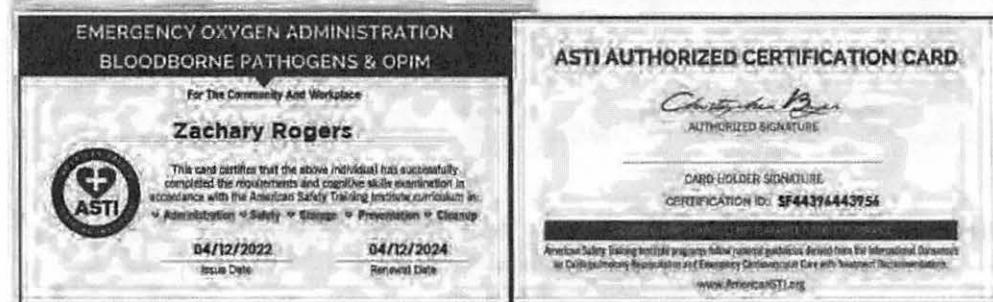
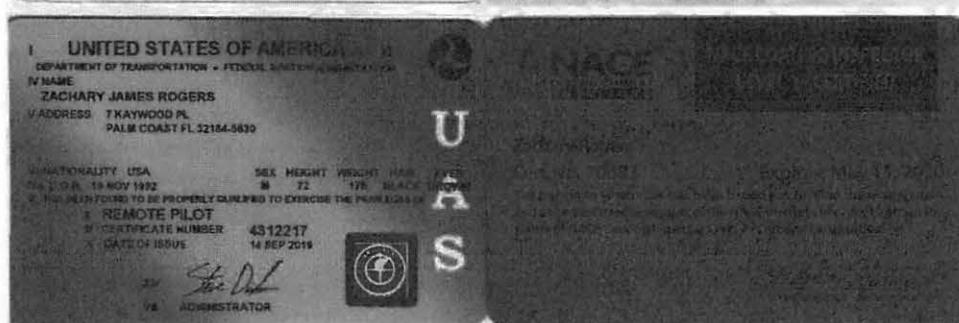
NASE Worldwide • [www.NASEworldwide.org](http://www.NASEworldwide.org)



### Association of Commercial Diving Educators



ACDE Accredited School Date Cert. No.  
CDA TECHNICAL INSTITUTE 10/10/2014 13017  
COMMERCIAL DIVING ACADEMY  
ZACHARY ROGERS



### ZACHARY ROGERS

CERTIFICATION NO. T-18050

Karen Morgan

ISSUE DATE: FEBRUARY 03, 2022

VALID FOR THREE YEARS FROM DATE ISSUED / NON PROFIT / NON DEALER

Completed KMDS Maintenance & Repair Technician Course on the following equipment:  
SL 17A/B, SL 17C, SL 27, KM 37/K, KM 37SS, KM 97, DIAMOND, KM 47, KM 57, KM 77, KMB 18/28, MANIFOLD BLOCK, KMACS 5, SF 1ST STAGE, SF 2ND STAGE, BALANCED SCURA REG

Authorized to service personnel and equipment belonging to their company or:

IN DEPTH INC.

Authorized to conduct Kirby Morgan Operator/User Training in accordance w/ KMDS Training Guidelines.

COURSEINSTRUCTOR: C-DL-00005 RODNEY ROCKY HEIKKINEN

DIVE LAB INC.

Further details are available at [www.kirbymorgan.com](http://www.kirbymorgan.com) or [www.divelab.com](http://www.divelab.com)  
For verification email [divelab@divelab.com](mailto:divelab@divelab.com)  
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# *Certificate of Training*

## **Zachary Rogers**

*Has successfully completed a*



PROFESSIONAL  
CUBA  
INSPECTORS



PROFESSIONAL  
CYLINDER  
INSPECTORS

*Training program for cylinder hazmat handling per CFR 49 172.700, fill station operations and visual inspection of prescribed high-pressure cylinders per CFR 49 180 and is hereby authorized for*

### *Visual Cylinder Inspection®*

**33391**

PSI-PCI Inspector Number

*Authorized by:*

February 6, 2022

Date

Rodney Heikkinen  
Instructor Name

VALID FOR 3 YEARS FROM  
ABOVE DATE

Panama City Beach, FL  
Class Location

*Mark A. Gresham*  
PSI-PCI, Inc.

Page 18 of 20



# CLIENT REFERENCES

## **City of Pompano Beach**

100 West Atlantic Blvd. Pompano Beach, FL 33060

(954) 786-7030

Phil Hyer

phil.hyer@copbfl.com

PompanoBeach.DevelopmentService@copbfl.com

**Scope of work:** Commercial diving services to perform interior & exterior inspections on all finished water structures county wide, including Water towers, Ground Storage Tanks, & Clearwell, along with other general dive related services, including underwater repairs. These services are performed with the use of commercial divers and or ROV's

**Contract Dates:**

## **City of Ocala**

110 SE Watula Ave. Ocala, FL 34471

352-629-8457

Luis Acosta

lacosta@ocalafl.org

**Scope of work:** Commercial diving services for the interior & exterior evaluations of all potable & reclaimed water structures city wide, including Water towers, Ground Storage Tanks, Hydro Pneumatic Tanks, & Clearwells. Services also include interior cleaning to removal accumulated sediments and containments, along with other general dive related services, including underwater repairs. These services are performed with the use of commercial divers.

**Amount:**

**Contract Dates:** 12/31/2019 through 12/31/2021 12/31/2020 through 12/31/2022 (renewed)

## **Palm Beach County Water Utilities**

PO Box 4036 West Palm Beach, FL 33402-4036

561-493-6118

Frank Capoccetta

FCapoccetta@pbcwater.com

PZBMain@pbcgov.com

**Scope of work:** Commercial diving services to perform interior & exterior inspections on all finished water structures county wide, including Water towers, Ground Storage Tanks, & Clearwells. Contract also include interior cleaning to removal accumulated sediments and containments, along with other general dive related services, including underwater repairs. These services are performed with the use of commercial divers and or ROV's. (IFB #19-071/Mb Cleaning and Inspection Services, Clearwell and Finished Water Storage Tanks.)

**Amount:**

**Contract Dates:** 11/16/2019 through 11/16/2021 11/16/2020 through 11/16/2022 (Renewed)

## **City of Orlando**

Richard Lee

richard.lee@cityoforlando.net

400 south Orange Avenue, 4th Floor, Orlando, FL 32801

407-246-2754

**Scope of work:** (IFB19- 0232) - Underwater Diving Services for the Inspection, Repair or Monitoring of Stormwater Systems, Lakes, and Open Drainage. Services include Commercial Diving, Haz-mat Diving, Underwater Welding, Underwater Cutting (concrete & metals), Underwater Hydraulics (drilling & hammering), Open & Closed Dredging, Underwater GNSS, Plug Install / Removal, & Video Inspections. These services are performed by the use of commercial divers and or ROV's (with or without diving vessel).

**Amount:**

**Contract Dates:** 11/7/2019 through 11/7/2021 11/7/2020 through 11/7/2022 (Renewed)

**City of Ft. Lauderdale**

Parks and Recreation

Luis Villanueva

Sr. Admin Assistant

[luisv@fortlauderdale.gov](mailto:luisv@fortlauderdale.gov)

(954) 828-5833

**Scope of work:** Installation and replacement of 15 timber wood piles (14"D x 35'L) used for mooring large vessel throughout the marina at Ft. Lauderdale New River.

Amount: \$77,550.00

Contract Dates: 3/27/2023 - 4/19/2023

**Florida Fish and Wildlife Conservation Commission**

Kate Grimes

[Kate.Grimes@myfwc.com](mailto:Kate.Grimes@myfwc.com)

Division of Law Enforcement

Boating and Waterways Section

Waterway Management Unit

620 South Meridian Street

Tallahassee, Florida 32399-1600

Phone: (850) 617-9493

**Scope of work:** Safety waterway sign installation / mooring buoy anchors / Navigation waterway markers

Amount: \$55,600.00

Contract Dates: 3/6/23 - 3/17/23

**Florida Department of Environmental Protection****Division of Recreation and Parks Florida Park Service**

Derek Helms

Lead Dam Operator, Jackson Bluff Dam

[derek.helms@dep.state.fl.us](mailto:derek.helms@dep.state.fl.us)

Office: 850-487-4089

Office Cell: 850-404-4106

Direct Cell: 850-755-7706

**Scope of work:** Installation of timber piles and navigation markers in waterways

Amount: \$55,600.00

Contract Dates: 3/6/23 - 3/17/23

**New Smyrna Beach Utilities**

Dana Hale, P.E

Civil Engineering Manager

Phone 386-424-3037 | Cell 386-527-2327

[dhale@nsbufl.com](mailto:dhale@nsbufl.com)

**Scope of work:** Repairs of scoured pipe across a federal channel/waterway. Installation of supports at various locations and inspections of infrastructure. Coordination with the Utility and USACE.

Amount: \$75,000.00

Contract Dates: 5/25/23 - 7/4/23

**Pasco County**

Scott A. Gilmore  
Project Manager  
sgilmore@pascocountyfl.net  
8731 Citizens Dr  
Suite 350  
New Port Richey, FL 34654-5572  
Phone (727) 847-8115  
FAX (727) 847-7010  
Scope of work: AS-Needed Installation of timber piles and navigation markers in waterways  
Amount: \$34,250.00  
Contract Dates: 9/1/22 - 9/1/23

**City of Port St. Lucie**

Bryan Hirsch  
772-873-6437  
bhirsch@cityofpsl.com  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Scope of work: Cleaning & Inspection of Potable Water Tanks and underwater repair work.  
Amount: \$16,300.00  
Contract Dates: 12/1/17 - 1/20/18

**City of Eustis**

Jerry Johnston  
johnstonj@ci.eustis.fl.us  
352-357-3777 x 1912  
10 N. Grove St.  
Eustis, FL 32726  
Scope of work: Cleaning & Inspection of Potable Water Tanks  
Amount: \$10,500.00  
Contract Dates: 2/15/18 - 4/1/18

**City of Leesburg**

Al Purvis  
352-728-9786 x9442  
al.purvis@leesburgflorida.gov  
501 W. Meadow Street  
Leesburg, FL 34748  
Scope of work: Clean & Inspection of Potable Tanks and Towers  
Amount: \$39,750.00  
Contract Dates: 5/1/18 - 6/15/18

**Greenwood County, SC**

Robert Russian  
864-942-8557  
rrussian@greenwoodsc.gov  
600 Monument St.  
Greenwood, SC 29646  
Scope of work: FERC Inspection - Buzzard Roost Hydro-electric Dam  
Amount: \$25,650.00  
Contract Dates: 11/22/2019

**City of Hallandale Beach**

John Fawcett  
954-457-1610  
[jfawcett@cohb.org](mailto:jfawcett@cohb.org)  
630 NW 2 ST  
Hallandale Beach, FL 33009  
Scope of work: Clean & Inspection of Potable Tanks, Wells, and Tower  
Amount: \$25,000.00  
Contract Dates: 12/08/17 - 12/16/17

**Odyssey Manufacturing CO.**

Patrick Allman  
813-335-3444  
[pallman@odysseymanufacturing.com](mailto:pallman@odysseymanufacturing.com)  
1484 Massaro Blvd.  
Tampa, FL 33619  
Scope of work: CO2 chemical injection pipeline installation and installation of mixers in GST  
Amount: \$3,200 to \$5,000  
Contract Dates: 12/17/17 - Present

**NASA - URS Federal Services Inc.**

James Ingram, P.E.  
[james.E.Ingram@nasa.gov](mailto:james.E.Ingram@nasa.gov)  
321-867-5039  
P.O. Box 21025  
M/C: ISC-1220  
Kennedy Space Center, FL 32815-0025  
Scope of work: Comprehensive NDT Inspection on ML launch pad tower & tank coating repairs  
Amount: \$95,000.00  
Contract Dates: 7/6/18 - 7/25/23

**City of Savannah**

William Weil  
912-964-0698  
[wweil@savannahga.gov](mailto:wweil@savannahga.gov)  
2 East Bay St.  
Savannah, GA 31401  
Scope of work: Inspection services for the interior & exterior of all potable water structures city wide, including: Water towers, Ground Storage Tanks, Hydro Pneumatic Tanks, & Clearwells. Services also include interior cleaning to removal accumulated sediments and containments. These services are performed with the use of commercial divers. (EVENT NO. 6690 -Water Tank Inspection & Washout)  
Amount:  
Contract Dates: 1/17/19 through 12/21/19 1/1/20 through 12/31/20 (Renewed)

**City of Palm Coast**

Carmelo Morales  
386-986-4758  
[cmorales@palmcoastgov.com](mailto:cmorales@palmcoastgov.com)  
60 Lake Ave  
Palm Coast, FL 32164  
Scope of work: City wide storm water pipe inspections / assessments (includes: culverts, bridges & weirs.  
Amount:  
Contract Dates: 10/1/2019 - Current

**Florida Department of Environmental Protection**

Donald Finkbeiner

850-245-2587

donald.Finkbeiner@FloridaDEP.gov

3900 Commonwealth Blvd.

Tallahassee, FL 32399

**Scope of work:** Weeki Wachee state park underwater construction repairs & maintenance of amphitheatre (concrete work & wet welding anode replacement)

**Amount:** \$19,950.00

**Contract Dates:** 3/9/2020 - 3/12/2020

**Bradford Marine**

Tom Kriger

954-791-3800

tom@bradford-marine.com

3051 W State Rd 84

Fort Lauderdale , FL 33312

**Scope of work:** Underwater inspection & assessment of marina assets (dry docking synchro boat lift)

**Amount:**

**Contract Dates:** 4/1/2020

**Volusia County Environmental**

Sondra McCulloch

386-736-5927 Ext. 12074

SMcCulloch@volusia.org

123 W. Indiana Ave.,

Deland, FL 32720

**Scope of work:** FWC regulated derelict vessel removal / disposable / salvage throughout county navigable waterways (as needed - multiple vessels in multiple locations).

**Amount:** \$165,000.00

**Contract Dates:** 7/1/2021 - 7/1/2024

**Seminole County Environmental**

Shannon Wetzel

407-665-2455

SWetzel@seminolecountyfl.gov

Seminole County Environmental

200 W County Home Road

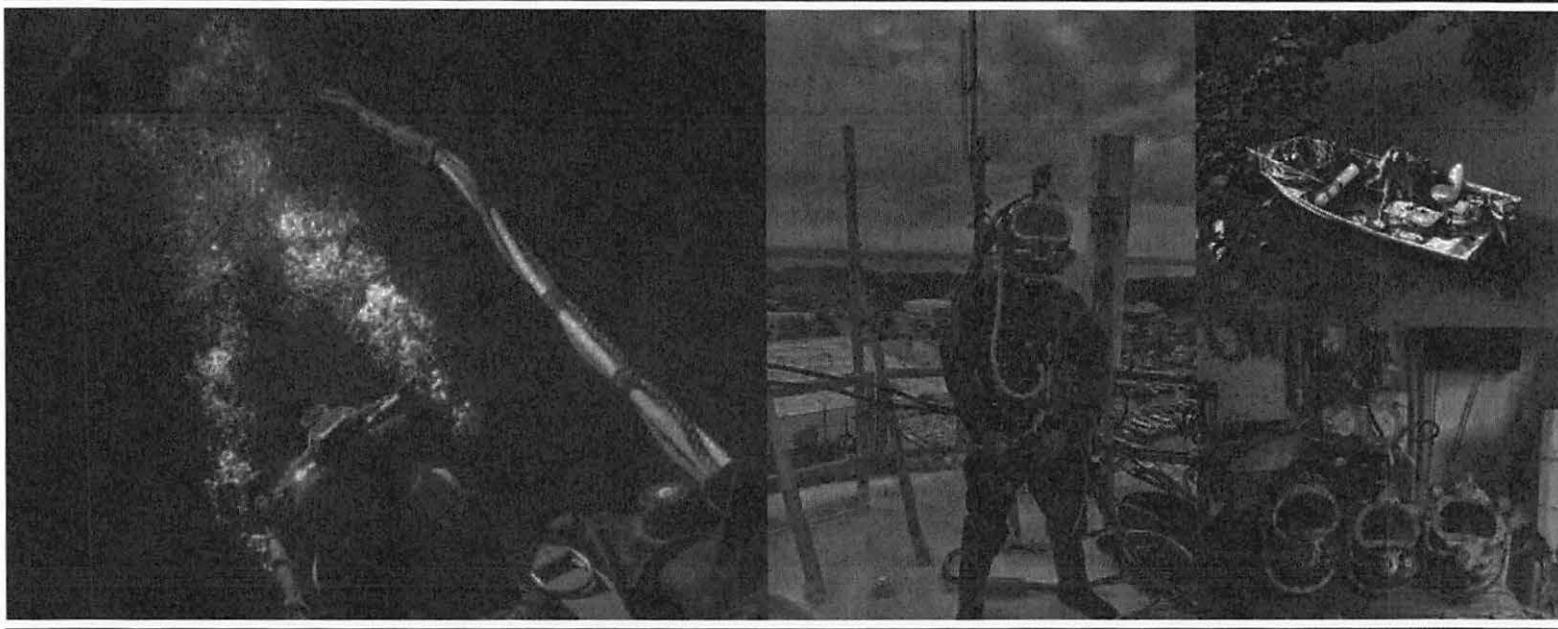
Sanford, FL 32773

**Scope of work:** Closed circuit storm water pond dredging & underwater video inspection services (via commercial diving).

**Amount:** \$49,500.00

**Contract Dates:** 10/7/2021 - 2/8/2022

# MARINE CONSTRUCTION



## FACTS

Waterfront and marine environment infrastructure suffers from exposure to the elements at a faster rate than conventional construction.

Having experts on hand to assist in the development and deployment of strategies to mitigate and repair damage is cost-effective through the extension of the life span of existing structures whilst minimizing the impact on the environment.

## SERVICES

Underwater construction, repair and inspections of existing or new infrastructure.



## MARINE CONSTRUCTION

In Depth's marine construction expertise includes projects offshore and inland and cover a wide array of project skills, including:

- Concrete and form work
- Welding
- Inspection
- Maintenance of existing infrastructure
- Photography and video
- Pipe laying, identification and recovery and pipe support services
- Installation of scientific and technical instruments

Regular inspections and scheduled repairs of existing infrastructure help maintain safer facilities for the property owners, and the public.

Our certified engineer on staff and professional divers can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

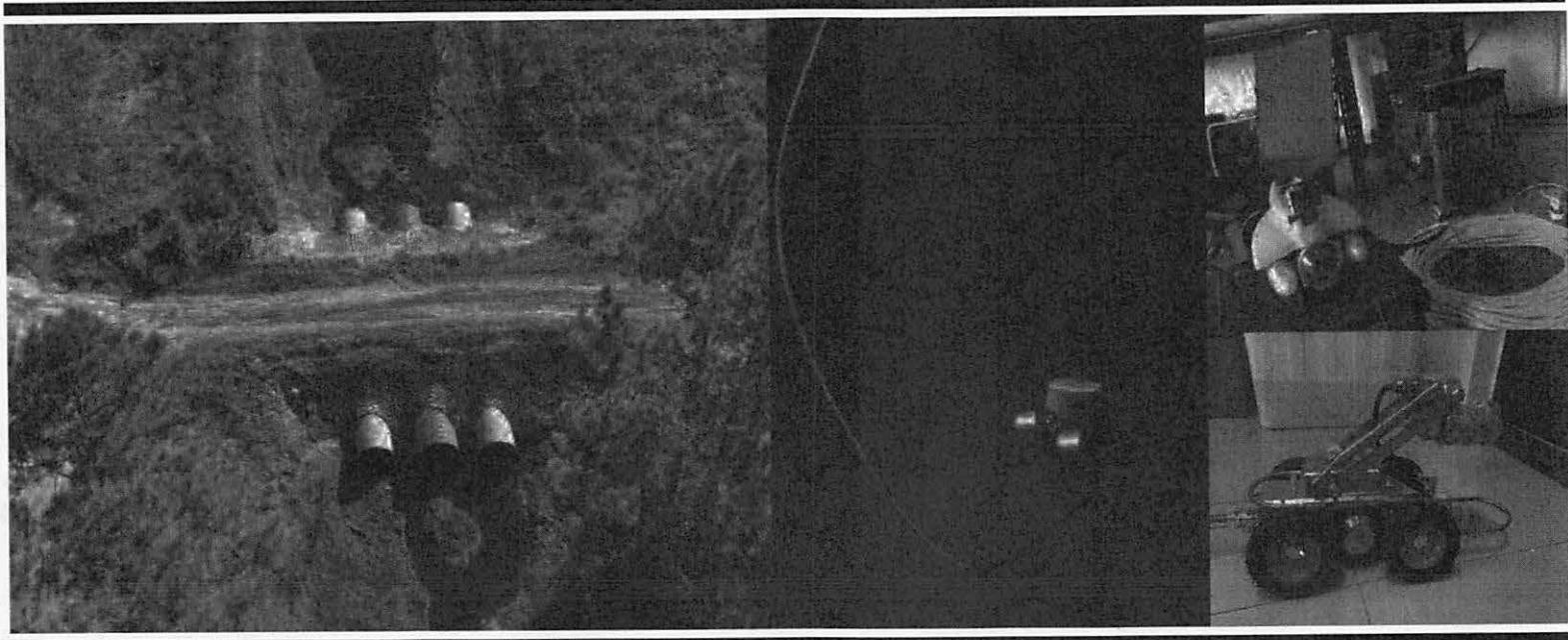
Contact In Depth, Inc. and our knowledgeable team will get to work for you,

---

Office: (386) 202-2771  
Emergency: (386) 986-8177  
[info@indepthservicesinc.com](mailto:info@indepthservicesinc.com)



# DRONES AND ROV'S



## FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

## SERVICES

ROV INSPECTIONS  
DRONE INSPECTIONS

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
info@indepthservicesinc.com



## REMOTE OPERATED VEHICLES (ROV'S)

ROV's are submersible robotic systems, that can be utilized for scientific observations, and for recording data during inspections and construction activities underwater. These sealed systems can be used in environments that may reduce cost and risk and mitigate safety issues that may need to be addressed deploying professional commercial divers.

In Depth Inc.'s Observation Class ROV's and Crawlers are compact and rapidly deployable. Marine infrastructure requires routine inspections in order to maintain its longevity, though unlike physical diving, ROV's can stay on station and at depth for as long as the situation warrants. The sensitive camera's low light and video recording capabilities can provide high resolution recording in deep, dark and murky waters. Pipe penetrations and vaults, emergency services and response and sensitive ecosystems all benefit from the deployment of ROV systems.

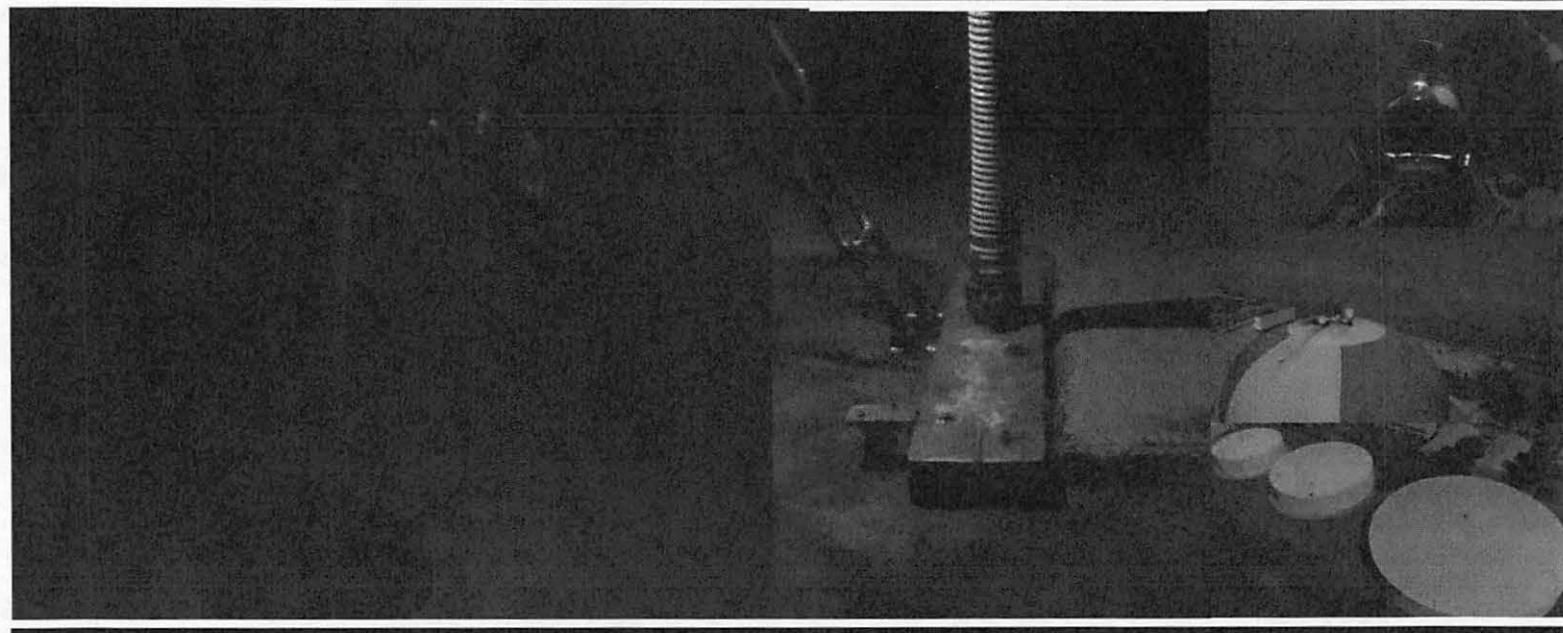
## DRONES

In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilised by Utility Districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally.

Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our Drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.



# POTABLE WATER SERVICES



## FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

## SERVICES

Inspections/Repairs  
Cleaning/Debris Removal

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
info@indepthservicesinc.com



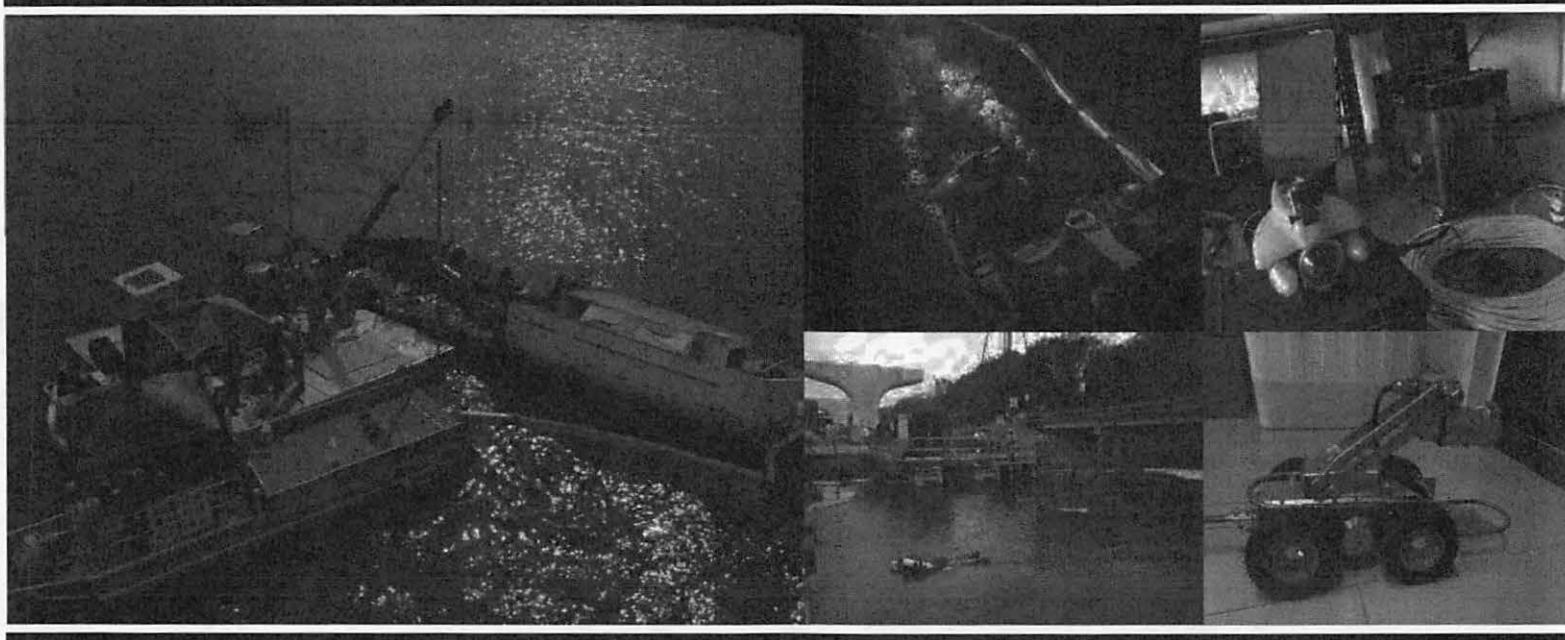
## POTABLE WATER SERVICES

Potable water comes from surface and ground sources and is treated to levels that meet state and federal standards for consumption. Water from natural sources is treated for microorganisms, bacteria, toxic chemicals, viruses and fecal matter. Regular maintenance and inspections can assist the owner of the facility to maintain the high standards expected of community utilities. The removal of layers of sediment that continually build up in reservoirs and inspections and repairs of existing infrastructure is a critical function and part of this process.

## IDS CAPABILITIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

# EMERGENCY RESPONSE



## FACTS

Whether it is weather related, from a catastrophic hurricane, or a failure of infrastructure or a singular event, planning ahead to mitigate disaster reaps great benefits.

## SERVICES

Emergency Response  
Aerial, Underwater, Topside Support

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
[info@indepthservicesinc.com](mailto:info@indepthservicesinc.com)



## PROFESSIONAL PERSONNEL AND RAPID RESPONSE.

In Depth Inc. maintains a dedicated staff of divers and professionals that can respond rapidly and efficiently to events that occur naturally, or man-made. Our wide breadth of experience includes emergency response to hurricane events, flooding and destruction.

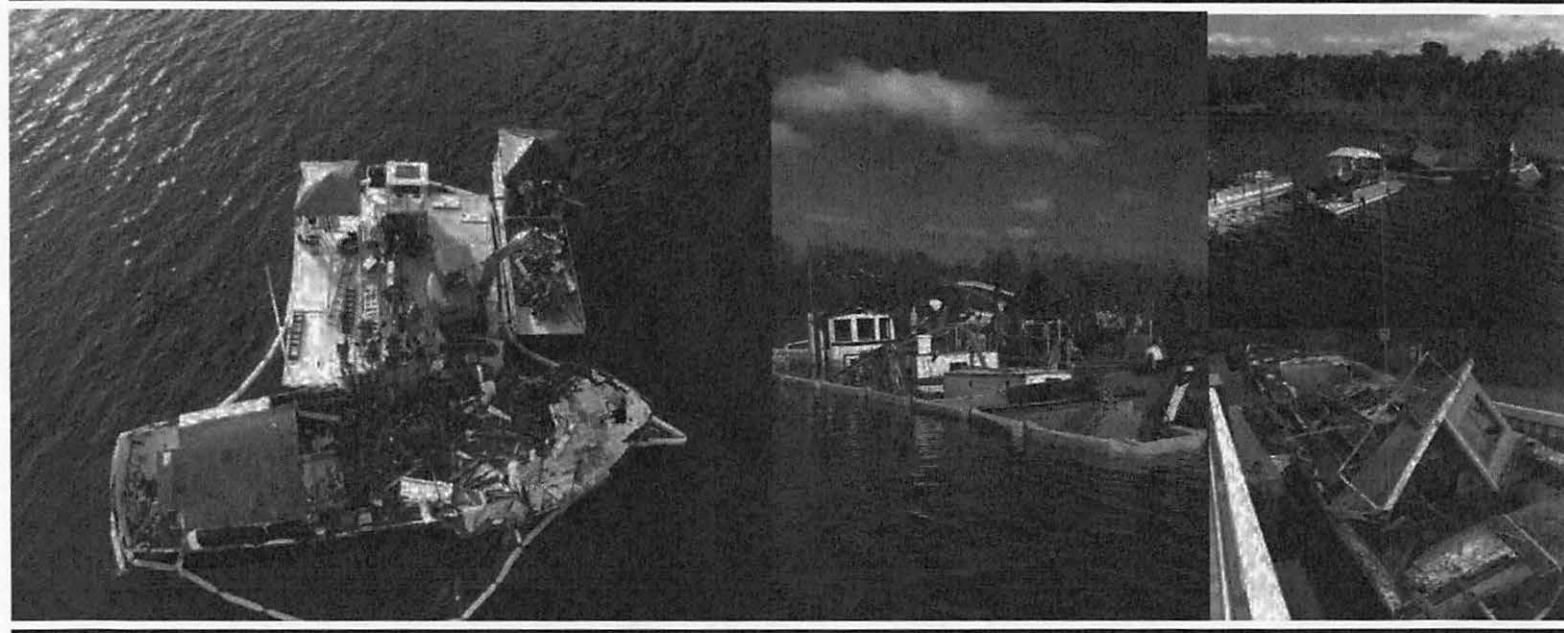
In Depth Inc. includes salvage expertise that can help mitigate environmental disasters such as oil and fuel spills and sunken/crippled vessels, derelict vessel recovery and salvage. In Depth, Inc. utilizes the latest technology to bring to clients a turnkey operation that covers most project requirements including:

**Drones:** In Depth, Inc. Drone Pilots are FAA certified, and are routinely utilised by utility districts and local governments to provide inspections of critical infrastructure. Often used in tandem with our tank cleaning dive projects, our drones can inspect the exterior of a structure whilst our certified commercial divers complete tasks internally. Significantly safer and cost effective compared to utilizing personnel and cranes for external inspections, our drones can provide the client with high-quality video and still images, combined with our professional engineer-reviewed inspection reports to deliver a comprehensive status of the infrastructure.

**Remote Operated Vehicles (ROV's):** Rapidly deployed offshore or inland, our ROV's can capture high resolution video and capture quality photographs even in poor light/poor water quality conditions.

**Personnel:** Our certified commercial divers specialize in their trade, and remain up to date with critical certifications. Our project managers have experience working on FEMA and USCG projects, major oil spills and vessel salvages. We have the tools, techniques and expertise to successfully complete the most demanding projects.

# DERELICT VESSEL SALVAGE



## FACTS

Derelict vessels contaminate waterways and create navigation hazards, posing a threat to the local community and natural ecosystems.

## SERVICES

Salvage and environmental remediation

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
[info@indepthservicesinc.com](mailto:info@indepthservicesinc.com)



## ENVIRONMENTAL MITIGATION FOR ABANDONED VESSELS

In Depth's Diving & Salvage crews understand the complexities of derelict and abandoned vessels, and the importance of protecting and repairing the environment that may have been affected by the wreck. There are more than 570 species of wildlife, more than 200 native species of freshwater fish and more than 500 native species of saltwater fish that rely on healthy ecosystems in Florida.

In Depth Services is committed to helping keep our waterways clean and protecting the ecosystem that supports native fish and wildlife in Florida.

A critical step in any submerged vessel salvage is siphoning vessels fluids from engines and generators, hydraulic systems and radiators and removing batteries, oil and fuel filters and other potential contaminants before the vessel's salvage from its environment.

This action helps mitigate pollutants that would otherwise release into the waterways.

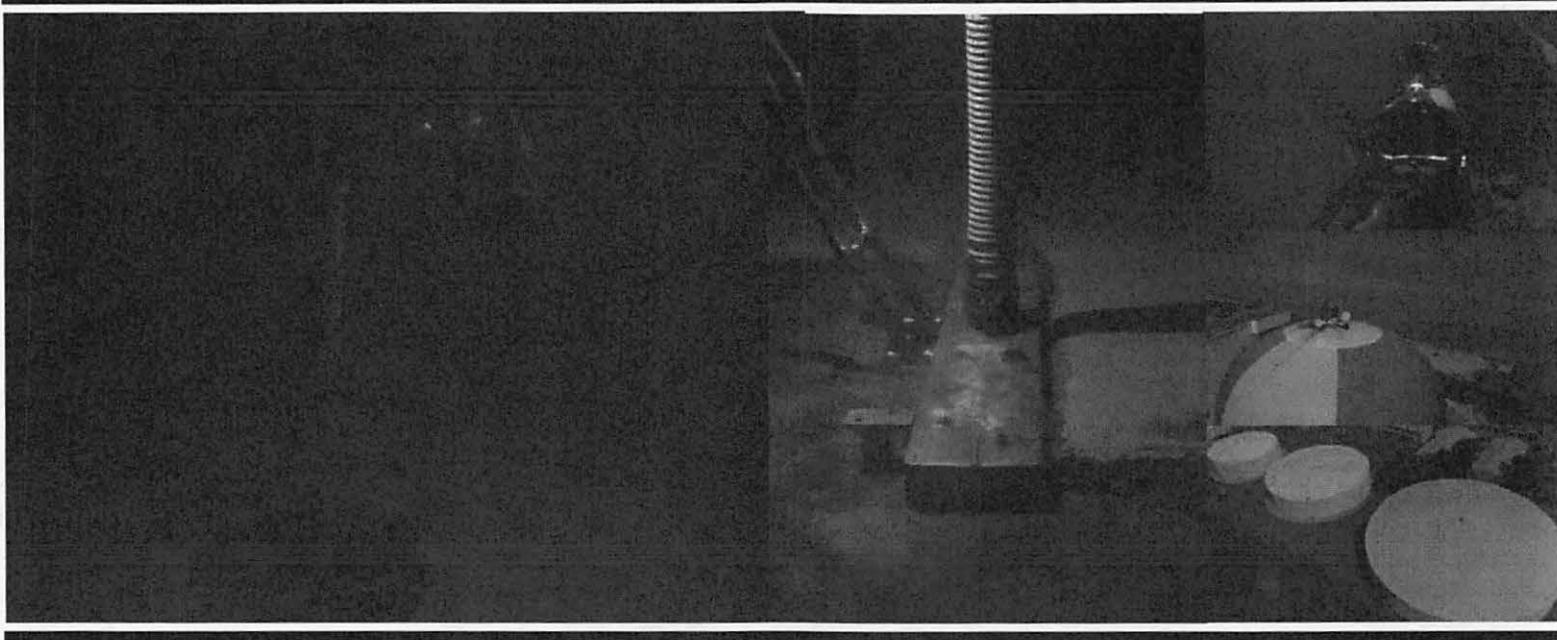
Turbidity curtains are deployed during the salvage to contain additional harmful pollutants from travelling into the water system and contain internal and external debris that can then be disposed of responsibly according to project and client requirements.

Salvage solutions can include refloating the vessel whole, for transportation to a secure site for recovery and disposal, or dismantling the vessel in place, if the vessel is discovered with structural damage that prevents refloating for recovery.

Our certified engineer on staff and professional salvors can assist with your project to ensure that variables that may affect a successful outcome are addressed and mitigated before the crews arrive onsite.

Contact In Depth, Inc. and our knowledgeable team will get to work for you, providing underwater and topside salvage expertise.

# POTABLE WATER SERVICES



## FACTS

Robotic technology can be utilized in some circumstances as a safer and cheaper alternative to deploying personnel at great depths or heights.

## SERVICES

Inspections/Repairs  
Cleaning/Debris Removal

## CONTACT US

Office: (386) 202-2771  
Emergency: (386) 986-8177  
info@indepthservicesinc.com



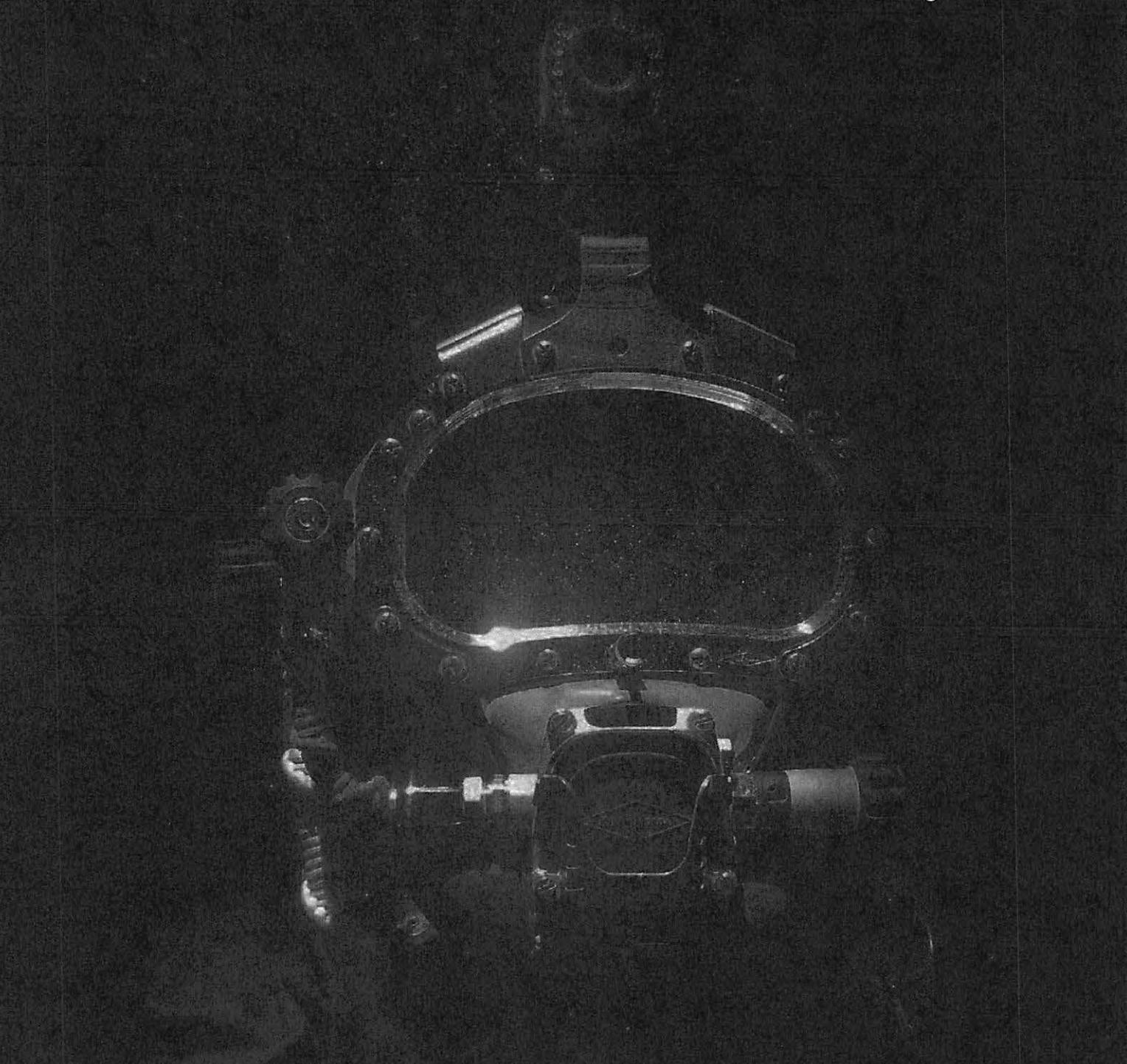
## POTABLE WATER SERVICES

Potable water comes from surface and ground sources and is treated to levels that meet state and federal standards for consumption. Water from natural sources is treated for microorganisms, bacteria, toxic chemicals, viruses and fecal matter. Regular maintenance and inspections can assist the owner of the facility to maintain the high standards expected of community utilities. The removal of layers of sediment that continually build up in reservoirs and inspections and repairs of existing infrastructure is a critical function and part of this process.

## IDS CAPABILITIES INCLUDE

- Non-Destructive Testing
- Underwater Ultrasonic Thickness Testing
- Water Towers, Water Tanks and Water Reservoir Inspections
- Pipe, Culvert Maintenance and Inspection
- Pipe Plugging
- Storm Drains and Underwater pipes video inspection, cleaning and reporting
- Cleaning Out Intake and Outlets
- Pump Inspection and Replacements
- Inspections/Repairs on Industrial Intake Pipes
- Tank Cleaning, Inspections and Repairs
- Water Tower Cleaning, Inspections and Repairs
- Clear-well Cleaning, Inspections and Repairs
- Reservoir Cleaning, Inspections and Repairs
- Reclaim Tank Cleaning, Inspections and Repairs
- Residual Holding Tank Cleaning, Inspections, and Repairs

**In Depth, Inc.** is Florida's leading diving and underwater construction firm, offering a unique combination of construction expertise: marine construction, underwater construction, engineering and diving services, general contracting and project management.



MARINE CONSTRUCTION • DIVING • ENVIRONMENTAL REMEDIATION • INSPECTIONS • ROV  
DRONE SERVICES • CULVERT INSPECTIONS • SEDIMENT & DEBRIS REMOVAL • TANK  
CLEANING/REPAIRS • BRIDGE & SEAWALL REHABILITATION • PILE REPLACEMENTS & DOCK  
& BULKHEAD REPAIRS • DREDGING/SITE CLEARING • HURRICANE RESPONSE/EMERGENCY  
MANAGEMENT • UNDERWATER WELDING & BURNING • MARINE SALVAGE & DERELICT VESSEL  
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**CERTIFICATE OF LIABILITY INSURANCE**

THE BOSTONIAN AND BOSTON HERALD, PUBLISHED WEEKLY, AND DEDICATED UPON THE PRINCIPLES OF LIBERTY AND  
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State Teacher State Paper  
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RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF COMMON PLEAS OF THE COUNTY OF ST. LOUIS, MISSOURI, ON THE 11TH DAY OF NOVEMBER, 1954, AND INDEXED IN THE RECORDS OF THE CLERK'S OFFICE. THIS CERTIFICATE IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 146, MISSOURI REVISED STATUTES, 1955 EDITION, WHICH PROVIDES THAT THE CLERK OF THE COURT OF COMMON PLEAS IS SUBJECT TO ALL THE EXPANSION AND CONSTRUCTION OF THE PROVISIONS OF THIS ACT WHICH MAYHEREAFTER BE ENACTED.

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For more information on the use of the *Journal of Clinical Psychopharmacology* in clinical practice, see the *Journal of Clinical Psychopharmacology* Clinical Practice section.

SEARCHED INDEXED SERIALIZED FILED

RECORDED ON THE ABOVE DATE BY THE POLICE DEPARTMENT OF THE CITY OF NEW YORK, AND INDEXED, AND FILED, THIS 10TH DAY OF NOVEMBER, 1940.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2024

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

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

PRODUCER		CONTACT NAME: Jodi Wibel PHONE (A/C, No, Ext): (504) 302-4400 E-MAIL ADDRESS: jwibel@fiskusa.com		FAX (A/C, No): (866) 543-4619
Fisk Marine Insurance International, LLC 8110 Breakwater Drive New Orleans LA 70124		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Great American Insurance Company		22136
		INSURER B : STARSTONE SPECIALTY INS CO		44776
		INSURER C : American Interstate Insurance Company		31895
		INSURER D :		
		INSURER E :		
		INSURER F :		
INSURED		INDEPTH-01		
In Depth, Inc. 1473 Old Haw Creek Road Bunnell FL 32110				

## COVERAGES

CERTIFICATE NUMBER: 739669981

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  X SRLL  GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				OMH 2543843-04	9/22/2023	9/22/2024	EACH OCCURRENCE	\$ 1,000,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
								MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000,000	
								GENERAL AGGREGATE	\$ 2,000,000	
								PRODUCTS - COMP/OP AGG	\$ 1,000,000	
								Ship Repairers Legal	\$ 1,000,000	
B	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS Hired AUTOS							COMBINED SINGLE LIMIT (Ea accident)	\$	
								BODILY INJURY (Per person)	\$	
								BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
									\$	
B	UMBRELLA LIAB  X EXCESS LIAB	X	OCCUR		AT1326233MAR	9/22/2023	9/22/2024	EACH OCCURRENCE	\$ 2,000,000	
			CLAIMS-MADE					AGGREGATE	\$ 2,000,000	
									\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	Y	AVWCFL3233292024	1/28/2024	1/28/2025	X WC STATUTORY LIMITS	X OTHER USL&H	
								E.L. EACH ACCIDENT	\$ 1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C A A	MEL Equipment P&I		Y		AVWCFL3233292024 OMH 2543843-04 OMH 4069800-03	1/28/2024 9/22/2023 9/22/2023	1/28/2025 9/22/2024 9/22/2024	MEL Limit Limit 1item/all items P&I Limit	1,000,000 100,000 / 500,000 1,000,000	

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GL policy includes blanket additional insured and blanket waiver of subrogation as required by written contract, limited sudden and accidental pollution, primary and non-contributory, XCU, ship repairers legal liability, traveling workman and other work. Workers Comp policy includes blanket waiver of subrogation, USL&H, voluntary compensation, alternate employer endorsement, Excess policy is follow form over GL, P&I, EL, MEL, and VPOL. Marine Employers liability and TWM&C. Vessel pollution policy #OMH 4069801-03 Great American Insurance Co. Eff. 9/22/2023 - 9/22/2024, limit \$2MM, covers 27' dump barge and 3 spud barges. Policies contain a 30-day notice of cancellation except 10 days for nonpayment of premium. Professional liability policy #OE23500238 Underwriters at Lloyds Eff. 11/1/23 - 9/22/24 \$1MM limit any one claim and in the aggregate.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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