



**INVITATION FOR BID #45-0-2017/SB
WELL REPAIRS, MAINTENANCE AND REHABILITATION SERVICES**

Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 5/23/2017
Page 1 of 39

PROCUREMENT CONTACT:
Susan Blair - CPPB
PHONE NUMBER: (321) 952-3424
FAX: (321) 952-3401
E-MAIL: susan.blair@pbfl.org

**BIDS TO BE RECEIVED NO
LATER THAN 5:00 PM ON
TUESDAY, 6/13/2017**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR Bid	
Bidder Name: <u>Aggrater Maintenance + Performance Sys, Inc.</u>	Bids are firm for 90 days Yes <u>X</u> No <u> </u> Other <u> </u>
Address: <u>7146 Haverhill Road N.</u>	Do you accept Visa? <u>X</u> YES ☐ NO
City, State, Zip: <u>West Palm Beach, FL 33407</u>	List of Deviations (if any) attached Yes <u> </u> No <u> </u>
Phone Number: <u>(561) 494-2844</u>	If submitting a "NO BID", state reason: _____ _____
Fax Number: <u>(561) 494-2944</u>	
E-Mail Address: <u>ampsj1pc@gmail.com</u>	
FEIN Number: <u>65-0071672</u>	

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, IFB No. 45-0-2017/SB – Well Repairs, Maintenance and Rehabilitation Services. Bidder's name and return address shall be clearly identified on the outside of the envelope.

James M. Murray
Authorized Signature
James M. Murray, President
Printed Name & Title

President
Title (typed or printed)
6/12/17
Date

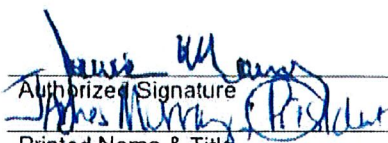
 **COPY**

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)	✓		
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	✓		
Bidder has provided One (1) Original hard-copy Bid (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation	✓		
Bidder has provided the number of one (1) hard copy of their bid (marked "COPY"), as referenced in Section I (page 4)	✓		
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	✓		
Bidder has submitted the required documents from pages 13, 14 and 15 (bolded)	✓		
Bidder has completed, signed (blue ink) and included their Bid Form	✓		
If applicable, Bidder has provided a signed Conflict of Interest statement	✓		X
Bidder completed and included their Reference Form	✓		
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)	✓		
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement	✓		
Bidder has completed and included their Local Preference Certification Statement (not required for Class "D")	✓		
Bidder has included a copy of business tax receipt (occupational license)	✓		
Bidder has signed and notarized & included their Non-Collusion Affidavit	✓		
Bidder has read, understood and submitted all required documentation for bid evaluation.	✓		


 Authorized Signature
 James M. Perry
 Printed Name & Title

Aquatic Maintenance & Performance Sp, Inc.
 Company
 6/12/17
 Date



SECTION III

BID FORM – Sheet 1 of 4

IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

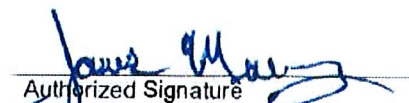
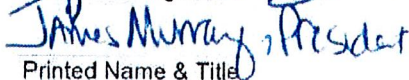
The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c. She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

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 arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.


Authorized Signature

Printed Name & Title


Company Name
6/12/17
Date

BID FORM – Sheet 2 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Contractors must bid on all items. This will be awarded 'all or none'

Provide a price for each line item listed below (Line Item Table). Transfer line items prices to Scenario of Services listed on page 20. The scenario total will be used to compare one bid to another for award purposes only and does not represent a guarantee of future work.

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
1	Well Drill	Per foot	\$ 33 ⁰⁰	\$ 38 ⁰⁰	\$ 43 ⁰⁰
2	Well Service Rig	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 195 ⁰⁰
3	Pump Service Rig	Per hour	\$ 100 ⁰⁰	\$ 100 ⁰⁰	\$ 110 ⁰⁰
4	Cement work or demolition	Per hour	\$ 65 ⁰⁰	\$ 65 ⁰⁰	\$ 75 ⁰⁰
5	On Site Welding Unit	Per hour	\$ 85 ⁰⁰	\$ 85 ⁰⁰	\$ 95 ⁰⁰
6	Machine Shop Welding	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 65 ⁰⁰
7	Pump/Well technician	Per hour	\$ 90 ⁰⁰	\$ 90 ⁰⁰	\$ 100 ⁰⁰
8	Chemical Treatment	Per hour	\$ 75 ⁰⁰	\$ 75 ⁰⁰	\$ 95 ⁰⁰
9	Well abandonment	Per hour	\$ 115 ⁰⁰	\$ 115 ⁰⁰	\$ 125 ⁰⁰
10	Specific Capacity test, before and after rehabilitation	Per hour	\$ 50 ⁰⁰	\$ 50 ⁰⁰	\$ 75 ⁰⁰
11	Well Development and Redevelopment	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 200 ⁰⁰
12	Chemical disinfection of well after rehabilitation	Per hour	\$ 75 ⁰⁰	\$ 75 ⁰⁰	\$ 95 ⁰⁰
13	Pump Motor Retrieval	Per hour	\$ 135 ⁰⁰	\$ 135 ⁰⁰	\$ 150 ⁰⁰
14	Miscellaneous work as needed, normal business hours	Per hour	\$ 150 ⁰⁰	\$ 150 ⁰⁰	\$ 165 ⁰⁰
15	Miscellaneous work as needed, non-normal business hours	Per hour	\$ 175 ⁰⁰	\$ 175 ⁰⁰	\$ 175 ⁰⁰
16	Flow Meter Maintenance and Calibration	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 60 ⁰⁰
17	Deep well Pump Maintenance	Per hour	\$ 125 ⁰⁰	\$ 125 ⁰⁰	\$ 150 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 55 ⁰⁰


 Authorized Signature
 James Murray, President
 Printed Name & Title


 Company Name
 6/12/17
 Date



BID FORM – Sheet 3 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
19	Raw water disposal	Per hour	\$ 15 ⁰⁰	\$ 15 ⁰⁰	\$
20	Airlift well	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 200 ⁰⁰
21	Pump test	Per hour	\$ 160 ⁰⁰	\$ 175 ⁰⁰	\$ 175 ⁰⁰
22	Swabbing	Per hour	\$ 115 ⁰⁰	\$ 115 ⁰⁰	\$ 135 ⁰⁰
23	Reports (other than weekly status reports)	Per report	\$ 100 ⁰⁰	\$ 100 ⁰⁰	\$ 100 ⁰⁰
24	Water Storage Tank Residual Cleaning	Per tank	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 600 ⁰⁰
25	Down hole video surveys	Per video	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 500 ⁰⁰
26	360 Degree Video	Per video	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰
27	Mobilize, demobilize & cleanup	Per well	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 600 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰
29	Well Acidification/EPA	Per well	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰	\$ 2200 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	\$ 225 ⁰⁰	\$ 225 ⁰⁰	\$ 225 ⁰⁰
31	Percent Markup for Parts supplied & installed		12 %		

James Murray
 Authorized Signature
 James Murray, President
 Printed Name & Title

Water Maintenance & Performance Sys, Inc
 Company Name
 6/12/17
 Date



BID FORM – Sheet 4 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

SCENARIO OF SERVICES – pricing requested for ITB comparison only (see pages 18 – 19)

Transfer line items prices, using the pricing in **Business Hours Price** column to Scenario of Services on the following table. The scenario total will be used to compare bids for award purposes only and does not represent a guarantee of annual work

Item #	Description	Unit	Est Qty 'a'	Price from Line Item Table 'b'	Total Price – Scenarios of Services 'a' x 'b'
7	Pump/Well technician	Per hour	18	\$ 90 ⁰⁰	\$ 1,620 ⁰⁰
8	Chemical Treatment	Per hour	10	\$ 75 ⁰⁰	\$ 750 ⁰⁰
10	Specific Capacity test, before and after rehabilitation	Per hour	7	\$ 50 ⁰⁰	\$ 350 ⁰⁰
11	Well Development and Redevelopment	Per hour	19	\$ 185 ⁰⁰	\$ 3,515 ⁰⁰
12	Chemical disinfection of well after rehabilitation	Per hour	6	\$ 75 ⁰⁰	\$ 450 ⁰⁰
14	Miscellaneous work as needed, normal business hours	Per hour	55	\$ 150 ⁰⁰	\$ 8,250 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	56	\$ 45 ⁰⁰	\$ 2,520 ⁰⁰
20	Airlift well	Per hour	23	\$ 185 ⁰⁰	\$ 4,255 ⁰⁰
21	Pump test	Per hour	5	\$ 180 ⁰⁰	\$ 900 ⁰⁰
25	Down hole video surveys	Per video	2	\$ 500 ⁰⁰	\$ 1,000 ⁰⁰
27	Mobilize, demobilize & cleaner	Per well	15	\$ 500 ⁰⁰	\$ 7,500 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	10	\$ 200 ⁰⁰	\$ 2,000 ⁰⁰
29	Well Acidification/EPA	Per well	3	\$ 200 ⁰⁰	\$ 600 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	134	\$ 225 ⁰⁰	\$ 30,150 ⁰⁰
GRAND TOTAL – SCENARIO OF SERVICES					\$ 87,100 ⁰⁰

Authorized Signature

James Murray

Printed Name & Title

Master Maintenance - Performance Systems, Inc. (561) 494 2844

Company

6/12/17

Date

ampsjlp@gmail.com

Email Address

7146 Haverhill Road N.

Address

West Palm Beach, FL 33407

City, State, Zip Code

(561) 494 2844

Telephone Number

(561) 494 2944

Fax Number

(954) 325-1782

Cell Phone Number



REFERENCES

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date End date

Contract Value \$

Description of work provided on this contract

Attached

2. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date End date

Contract Value \$

Description of work provided on this contract

3. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date End date

Contract Value \$

Description of work provided on this contract



AMPS, INC. REFERENCES

Seacoast Utility Authority \$150,000

4200 Hood Road
Palm Beach Garden, FL 33410
Attn: Vince Mollo
Phone (561) 537 0677
vmollo@suia.com 2006-present
Well inspections, Rehabs, reconstruction
Pump/motor sales & repairs

City of Boynton Beach \$250,000

100 East Boynton Beach Blvd
Boynton Beach, FL 33425
Attn: Phil Taylor
Phone (561) 752-6499
taylorp@bbfl.us 1998 - present
Well reconstruction, rehabilitations, meter
calibrations/repairs; pump/motor sales &
Service, fabrication, abandonments

City of Stuart \$250,000

121 S.W. Flagler Drive
Stuart, FL 34990
Attn: Paul Hitchcock
Phone (772) 260-0109
phitchcock@ci.stuart.fl.us 2006-present
Installation of new wells, fabrication,
well reconstruction, rehabs, maintenance,
abandonments, pump/motor sales & service

Fort Pierce Utility Authority \$150,000

725 South 25th Street
Fort Pierce, FL 34947
Attn: Keith Stephens
Phone: (772) 466-1600
kstephens@fpua.com 2014 - present
Well rehabilitations, installation of new wells
well abandonments, pump/motor/column
sales & service,

City of Boca Raton \$150,000

1301 Glades Road
Boca Raton, FL 33432
Attn: Ramy Maharaj
Phone (561) 338-7316 1999-present
rmaharaj@ci.boca-raton.fl.us
Wellfield maintenance, reconstruction,
Rehabs, fabrication, abandonments,
Meter calibrations/repairs, pumps/motor
Sales & service, fabrication

Town of Jupiter

210 Military Drive
Jupiter, FL
Attn: Chris McKenzie
Phone (561) 742-2605
chrism@jupiter.fl.us 2012-2015
Well rehabilitations, abandonments, meter
calibrations, fabrication, pump/motor sales
& service

Village of Palm Springs S 50,000

226 Cypress Lane
Palm Springs, FL 33461
Attn: Don Ray
dray@vpsfl.org 2012 - present
Fax (561) 965-5563
Pump/motor sales & service
Well rehabilitations

North Springs Improvement District

9700 NW 52 Street \$150,000
Coral Springs, FL 33076
Attn: Basil Mantagas
basilm@nsidfl.gov 2008-present
Fax (954) 755-7237
Well rehabilitations, pump/motor sales &
Service, well reconstruction



COPY

AMPS, INC. REFERENCES

Palm Beach County \$1,100,000

50 S Military Trail Suite 110
West Palm Beach, FL 333415
Attn: Vincent Munn
Phone (561) 818-1673 1999-present
vmunn@pbcwater.com
Wellfield maintenance & monitoring,
Well reconstruction, rehabs, fabrication,
Pump repairs, tank inspections/cleaning

Town of Davie \$100,000

6591 Orange Drive
Davie, FL 33314
Attn: Raul Sotelo
Phone (954) 319-2792
raul_sotelo@davie-fl.gov 2013-present
Well rehabilitations, installations &
abandonments, pump sales &
service

Martin County Utilities \$150,000

2401 SE Monterey Rd
Stuart, FL 34996
Attn: Todd Leyland
Phone (772) 221 - 1439
tleyland@martin.fl.us 1998-present
Wellfield maintenance & monitoring,
Well reconstruction, rehabs, fabrication,
Tank inspections, pump/motor sales &
Service

City of Delray Beach \$150,000

200 SW 6th Street
Delray Beach, FL 33444
Attn: Harold Williams 2012-present
Phone: (561) 243-7000 xt 4401
williams@cityofdelraybeach.com
Well rehabilitations; flowmeter calibrations
& repairs

City of Pompano Beach \$ 250,000

301 NE 12TH STREET
Pompano Bch, FL 33060
ATTN: Donovan Evans 2006-present
Phone (954) 592 1580
Donovan.evans@copbfl.com
Well reconstruction, rehabs, fabrication,
surface modifications, pump/motor sales &
service

City of Hollywood \$ 75,000

2600 Hollywood Blvd
Hollywood, FL 33022
Attn: Carlos Aquilera 2015-present
Phone: (954) 967-4230
caquilera@hollywoodfl.org
Wellhead elevation including custom
fabrication

Coral Spring Improvement District

10300 NW 11th Manor
Coral Springs, FL 33071
ATTN: Joe Stephens 2005-present
Phone (954) 752 1797
joes@fladistricts.com
Wellfield maintenance & monitoring;
Rehabs, fabrication, pump/motor sales &
Service

City of Sunrise \$125,000

10770 West Oakland Park Blvd.
Sunrise, FL 33351
Attn: Jim Dolan 2011 - present
Phone: (954) 572-2424
jdolan@sunrisefl.gov
Wellfield maintenance & monitoring, rehabs
well installation, abandonments, fabrication,
pump/motor sales & service

****AMPS is the prime contractor on all above contracts**



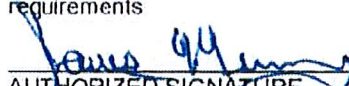
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IDENTICAL TIE BIDS

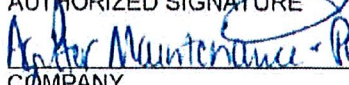
In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities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

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

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



AUTHORIZED SIGNATURE



COMPANY



DATE



**CITY OF PALM BAY
BIDDER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
IFB #45-0-2017 Well Repairs, Maintenance and Rehabilitation Services**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

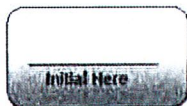
Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay

Minimum coverage with limits and provisions are as follows:

- A Commercial General Liability: The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B Business Automobile: Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- D Pollution Liability: Successful Proposer shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- E Workers' Compensation: The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:

- | | |
|---------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 100,000.00 |

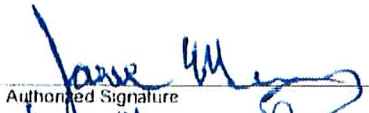
Successful Bidder shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.



Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

 Authorized Signature	<u>7440 Hawthorn Rd N.</u> Address
<u>James Murray, President</u> Printed Name & Title	<u>Wes Palm Beach FL 33407</u> City, State, Zip Code
<u>Arster Maintenance - Performance Sys</u> Company	<u>(561) 494-2944</u> Telephone Number
<u>6/12/17</u> Date	<u>(561) 494-2944</u> Fax Number or Email address



LOCAL PREFERENCE CERTIFICATION STATEMENTSTATE OF FLORIDACOUNTY OF Palm BeachJames Murray, being duly sworn, deposes and says that:He/she is President of Aggriter Maintenance - Performance Sys, Inc
(Title) (Firm/Company)

has submitted the attached Bid, and is requesting consideration for the following preference to the Chief Procurement Officer of the City of Palm Bay. Please review the Procurement Ordinance Chapter 38 for more specific details and requirements, www.palmbayflorida.org/procurement.

(1)

Firm / Company Name

is a **Class A** Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt **and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.**

(2)

Firm / Company Name

is a **Class B** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt **or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.**

(3)

Firm / Company Name

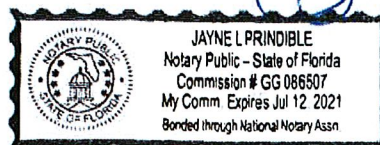
is a **Class C** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification.

SIGNATURE: James Murray

The foregoing instrument was acknowledged before me this 6/12/17 by James Murray, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his 12th day of June, 2017.

Personally known	☒	Produced Identification	Type of Identification
------------------	-------------------------------------	-------------------------	------------------------

Notary Public State of: Florida

NON-COLLUSION AFFIDAVIT

STATE OF Florida
 COUNTY OF Palm Beach

James Murray, being duly sworn, deposes and says that:

- (1) He/she is President of Agutter Maintenance + Performance Sys, Inc.
 Title Firm/Company
- (2) the Bidder that has submitted the attached Bid.
- (3) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (4) Such Bid is genuine and is not a collusive or sham Bid.
- (5) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) James Murray
President
 (Title)

STATE OF FLORIDA
 COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6/12/17 by James Murray, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

J. Prindible (Signature of Notary Public)
 _____ (Name of Notary Typed, Printed or Stamped)

Notary Public
 JAYNE L PRINDIBLE
 Notary Public - State of Florida
 Commission # GG086507
 My Comm Expires Jul 12, 2021
 Bonded through National Notary Assn
 (Notary Seal) _____ (Serial Number)

JAMES R. MURRAY

**EXPERIENCE 1988-Present Aquifer Maintenance & Performance Systems, Inc. (AMPS, Inc.)
Owner/President**

Specializing in monthly or quarterly well field maintenance programs , well rehabilitations , insitu well reconstruction, Robotic tank cleaning & inspections, downhole video surveys, fabrication & machining (20,000 sq.ft. facility), pump sales & repairs, flowmeter calibrations & well field production management & training

1988-1989 Baylik Drilling, Lahabra California

Florida Testing & Engineering, Ft. Lauderdale, FL/CA/Peru

Drilling & Fabrication Specialist

Oil field rig conversions and crew training

1985-1988 Layne Western, Mission KS

Drilling Superintendent

Responsible for rig unitization & operation procedures to optimize drilling & rehabilitation in California, Nevada, Utah, Colorado, Arizona & New Mexico, including scheduling, safety programs (for both tool pushers & crews). Wells ranged from 150 to 4368 ft.

Bakersfield, CA	30 employees 6 drill rigs
Denver, CO	26 employees 4 drill rigs
Chino, CA	70 employees 10 drill rigs

1984-1985 K.T.M. Consulting, Phoenix, AZ

Drilling Specialist

Responsible for training of experienced drilling crews in technical procedures for US, Malaysia & Middle Eastern clients. Training included large reverse air, stiff foam, direct air, mud rotary, rehabilitations, deep zone testing, rig and BOP configuration & fabrication.

1974-1984 Pool International dba Morrow Drilling, Odessa Texas

Roughneck 1975-1977

Driller 1977-1979

Tool Pusher 1979-1984

Roughneck: Responsibilities included handling lower ends of drill pipe during Trips; handling tongs during makeup; breaking out pipe; rig floor jobs; maintaining & repairing equipment

Driller: Supervised on-site drilling, floormen & trained crew members; also operated drilling machinery



COPY

Tool Pusher: Responsible for all rig operations (rig machinery, well drilling, tools & equipment) as well as coordinating between drilling contractor & operating company.

Total footage drilled from 1974 thru 1984 492,000 feet, wells included gas & oil, Steam, propane storage, salt water disposal, dewatering, large diameter, Deep Seismic, Water wells and shaft intersect wells

CERTIFICATIONS

NGWA Standards Development 2007
IADC (International Association of Drilling Contractors) 1980
State approved CEU Speaker AGWT, NGWA 2007/present
State approved CEU Speaker FWPCOA 1990/present
State approved CEU Speaker FDEP, FHD
State approved CEU Instructor FL drilling License requirements
Provider #149
Mud schools: Quality mud, western mud,
American Colloid, Nalco, Baroid
Developed a reusable vinyl drilling fluid for Nalco, Morrow, Layne 1980
Shaft construction—Institute of Shaft Drilling Technology, New Mexico
NGWA/Arizona drillers license #1
Nevada license #1227
Florida license #11310
American Welding Society #1078
G4 & Underwater welding
Pre Welding Certification instructor for Layne Western
Offshore & Land rotary API non-resident certification
Petroleum extension service International Association of Drilling
Contractors, University of Texas at Austin
Heavy equipment apprentice program, Mesa local 1971
South Florida Water Management, Water use monitoring
And Compliance for closed channel Flow Hydraulics 2005

OTHER

Designed & implemented maintenance software for municipalities
PH imbalance (portable unit) patent Pending
Auto Bacteriological control (stationary unit) patent pending
Number one choice for well rehabilitation & maintenance (AMPS, Inc.) by
Southeast Utility Council (unofficial poll)
Certified instructor for DEP/SFWMD
Certified instructor for state drilling license requirements
Instructor for FWPCOA classes
ASTM D18 (Frack Management) Committee
Founder Hottshot Prototypes, LLC

References available upon request



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to
James Murray

License No. 11310 Expires 7/31/2017

James Murray
DISTRICT CERTIFICATION OFFICER



COPY

Project Manager: D.Raymond Toorie with 20 years experience

Responsibilities/Role in the following contracts

Coordination of work & crews

Overseeing/management of setup & work performed

Communication with client as to work performed / results

Onsite safety meetings

Experience as Project Manager:

Seacoast Utility Authority

4200 Hood Road

Palm Beach Garden, FL 33410

Attn: Vince Mollo

Phone (561) 537 0677

Fax (561) 882 4475

City of Stuart

121 S.W Flagler Drives

Stuart, FL 34990

Attn: Paul Hitchcock

Phone (772) 260-0109

Fax (772) 288-5395

City of Boca Raton

1301 Glades Road

Boca Raton, FL 33432

Attn: Ramy Maharaj

Phone (561) 338-7316

Fax (561) 338-7366

Village of Wellington

11860 Pierson Rd

Wellington, FL 33414

Attn: Karla Berrotran

Phone (561) 753-2465

City of Boynton Beach

100 East Boynton Beach Blvd

Boynton Beach, FL 33425

Attn: Phil Taylor

Phone (561) 752-6499

Fax (561) 742-6299

Palm Beach County

8100 Forrest Hill Blvd

West Palm Beach, FL

Attn: Vincent Munn

Phone (561) 818 1673

Town of Jupiter

210 Military Drive

Jupiter, FL

Attn: Chris McKenzie

Phone (561) 742-2605

Fax (561) 746-2792

City of Pompano Beach

301 NE 12TH STREET

Pompano Bch, FL 33060

ATTN: Donovan Evans

Phone (954) 592 1580

Raymond Toorie's role in this contract will be:

Coordination of work & crews

Overseeing/management of setup & work performed

Ongoing communication with client/hydrologist as to daily work

Onsite safety meetings



COPY

AMPS key field supervisors are

- 1) Ronald Ramsaran 6 years experience
- 2) Dion Toorie 9 years experience
- 3) Charles Hicks 12 years experience
- 4) Tony Moorer 7 years experience

Their responsibilities include but are not limited to

- Coordinate daily activity with City keeping them informed of progress
- Overseeing all daily activities of crews
- Daily field reports
- All onsite testing
- Weekly toolbox safety meetings

Debbie Jones is our maintenance supervisor with 20+ years experience, who holds an operator license & is responsible for all field sampling as well as coordinating/scheduling our maintenance field technicians:

- Justin Parrish
- Franco Decicco

William Moench (25 years experience) & Dennis Toorie (35 years experience) and are certified to repair submersible & vertical turbine pumps, mechanical seals, flowmeters, also can pumps



COPY



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2016 to September 30, 2017

7146 Haverhill RD N
AMPS INC

AMPS INC
7146 HAVERHILL ROAD
RIVIERA BEACH FL 33407

Issued:
Vendor: 01727.1
WATER PROTECTION SERVICE
WHOLESALE MERCHANT

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



COPY



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"

7146 HAVERHILL RD
RIVIERA BEACH, FL 33407

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	MURRAY JAMES R	113'0	U17 121812 - 11/30/16	\$31.63	B40126527

This document is valid only when receipted by the Tax Collector's Office.

AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
7146 HAVERHILL RD N
RIVIERA BEACH, FL 33407-1029



**STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200914477
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



COPY

**SERVICE AGREEMENT FOR WELL REPAIRS, MAINTENANCE
AND REHABILITATION SERVICES**

THIS AGREEMENT, made this 31st day of, July 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and Aquifer Maintenance & Performance Systems, Inc. (65-0071672), 7146 Haverhill Road N., West Palm Beach, Florida 33407, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, Aquifer Maintenance & Performance Systems, Inc. IFB #45-0-2017/ET (Exhibit A).
- (ii) Proposal for the City of Palm Bay prepared by Contractor dated June 12, 2017, (Exhibit B).

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

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated 7-31, 2017 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated

into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall begin on the Effective Date of the Agreement for a one (1) year term. This agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal, and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS

A. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges

other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- a. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- b. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- c. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- d. Any patent or copyright infringement by Contractor;
- e. Any lien or other claim by contractor inconsistent with this Agreement;
- f. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. 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 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 federal, state and local 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.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

E. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

F. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- a. Contractor has not performed services on timely basis;

- b. Contractor has refused or failed to supply enough properly-skilled personnel;
- c. Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- d. Contractor has failed to fulfill representations made in this Agreement;
- e. Contractor has refused or failed to provide the Services as defined in this Agreement; or
- f. Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- e. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

G. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional

standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED. THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

H. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

I. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge

and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty. For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect office financial damages, expenses, impacts or losses for extended corporate or office overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal label, concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

J. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

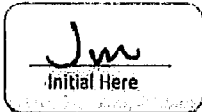
a. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

b. **Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

- c. Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- d. Pollution Liability: Successful Bidder shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- e. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**



Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

K. Acceptance

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

L. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

M. Right to Audit Records

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

N. Public Records

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 the City of Palm Bay purchasing

and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or purchasing@pbfl.org.

O. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, 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.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

P. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Q. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

R. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

S. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

T. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

U. Inspection and Non-Waiver

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

The failure of 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 waiver of 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.

V. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:

James Murray - President
Aquifer Maintenance & Performance
Systems, Inc.
7146 Haverhill Road N.
West Palm Beach, FL 33407

To the City:

Purchasing Agent
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

With a copy to:

City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

W. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. 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 arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City

Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

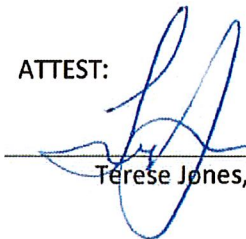
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- D. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- I. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- J. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Approved By City Council On: July 20, 2017

ATTEST:

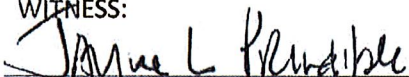
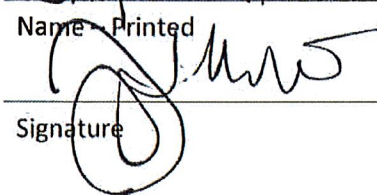

Terese Jones, City Clerk

By:


Bobbye Marsala, Chief Procurement Officer

AQUIFER MAINTENANCE &
PERFORMANCE SYSTEMS, INC.

WITNESS:


Name - Printed

Signature

By:


Signature
James Murray, President
Name and Title
Amps, Inc.

Name of Company

7440 Haverhill Rd N.

Mailing Address

West Palm Beach, FL 33407

City, State, Zip

(561) 494-2844

Telephone Number

CITY OF PALM BAY
AMENDMENT TO CONTRACT # 45-0-2017
Well Repairs, Maintenance & Rehabilitation Services

This amendment to contract is made and entered into this 15th day of May, 2019, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Aquifer Maintenance & Performance Systems, Inc., 7146 Haverhill Road N, West Palm Beach, Florida 33407, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of July 31, 2017, whereby the contractor would perform well repairs, maintenance & rehabilitation services, as needed; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement.

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

- I. The renewed term of agreement shall be July 31, 2019 through July 30, 2020.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, July 31, 2017, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

**Aquifer Maintenance & Performance
Systems, Inc.**

Bobbie Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer
Procurement Department

By:

James Murray
Name
President
Title
James Murray 5/15/19
Signature / Date

Bobbie Marsala
Signature / Date
5-10-19