

**CONTRACTOR AGREEMENT  
(WATER DAMAGE REMEDIATION SERVICES FOR DISASTER EVENTS)**

**THIS CONTRACTOR AGREEMENT** (“Agreement”) is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”) with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Pinnacle Management Systems, LLC dba Rytech Tri County** a limited liability company authorized to do business in the State of Florida (“CONTRACTOR”) with its office located at 10224 NW 50<sup>th</sup> ST Sunrise, FL 33351

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bid# 25-112 for Water Damage Remediation Services For Disaster Events (“IFB”) with a scope of services as set forth in **Exhibit “A”** which is attached hereto and incorporated herein; and

WHEREAS, CONTRACTOR submitted a bid in response to the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s bid in order for CONTRACTOR to render the water damage remediation services to the City’s owned facilities immediately after a hurricane, other disaster, or as needed by the City on an emergency basis as provided herein; and

WHEREAS, the CONTRACTOR warrants that it is experienced and capable of performing the water damage remediation services hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which are anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any water damage remediation services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in the IFB including the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (*see* 2 C.F.R. § 200.326 and applicable FEMA guidance) which federal terms are attached hereto as **Exhibit “B”** and incorporated herein; and,

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

## **1. RECITALS AND TERM**

1.1 The foregoing recitals are incorporated into this Agreement as true and correct statements of the CITY and CONTRACTOR.

1.2 The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement. The renewal term(s) may be approved by the City Manager.

## **SCOPE OF WORK**

2.1 The water damage remediation services to be provided by the CONTRACTOR includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide water damage remediation services to the CITY's owned facilities immediately after a hurricane, other disaster, or as needed by the City on an emergency basis as more specifically described in **Exhibit "A"**. CONTRACTOR represents that it is capable of efficiently providing water damage emergency remediation services in a timely and cost-effective manner. The CONTRACTOR is also capable of assembling, directing, and managing a work force that can complete the water damage remediation in the assigned number of days or less.

2.2 The CONTRACTOR represents that it is experienced and proficient in all phases of emergency remediation services including, but not limited to, securing of furniture and other freestanding assets from affected areas, removal of damaged structural coverings, including drywall, trim, flooring, and ceiling materials, mold remediation, water extraction, disinfection of damaged areas, and remediation of hazardous materials and other related services. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the remediation in the assigned number of days.

2.3 The CONTRACTOR represents to the CITY that the water damage remediation services to be provided under this Agreement and the IFB shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the water damage remediation services to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the water damage remediation services provided for herein in a professional and competent manner.

2.5 The CONTRACTOR agrees that all water damage remediation services to be performed under this Agreement shall be performed under its supervision and all personnel engaged in performing the water damage remediation services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.6 The water damage remediation services shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

## **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the water damage remediation services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the water damage remediation services.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the water damage remediation services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

#### 4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the IFB and Exhibit "A" necessary for and incident to the water damage remediation services.

#### 5. FEE AND ORDERING MECHANISM

5.1 For the water damage remediation services to be rendered under this Agreement, the CONTRACTOR shall be entitled to the rates set forth in CONTRACTOR's bid, Schedule of Unit Prices, which is attached hereto as **Exhibit "C"** and incorporated herein. The CONTRACTOR's Schedule of Unit Prices shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's Schedule of Unit Prices, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Schedule of Unit Prices for the renewal term(s). The CITY's City Manager may approve changes in the CONTRACTOR's Schedule of Unit Prices based on the recommendation of the CITY's Public Works Director or designee.

5.2 Should the CITY require additional services, not included in this Agreement, fees and payment for such services will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the water damage remediation services to be performed under this Agreement may be a Work Order or City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed the amounts expressed on any Work Order or Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of water damage remediation services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the water damage remediation services in any subsequent Fiscal Year. If the budget is approved for said services, the CITY will issue a new Work Order or Purchase Order for the required and approved services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

#### 6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the emergency utility repair services in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the City-approved Purchase Order(s) issued to the CONTRACTOR**, and no additional costs shall be authorized without prior written approval from the CITY.

#### 7. INVOICE & PAYMENT

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR

within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7.3 All invoices and payment shall be in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

## **8. AUDIT BY CITY**

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such services performed or to be performed under this Agreement.

## **9. COPIES OF DATA/DOCUMENTS**

9.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

## **10. OWNERSHIP**

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the emergency utility repair services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the emergency utility repair services as agreed to in a City-approved Work Order or Purchase Order or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for those emergency utility repair services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

### **13. INSURANCE**

13.1. Prior to commencing the water damage remediation services under a City-issued Purchase Order or Work Order, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Agreement. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance. All insurance required hereunder shall include a waiver of subrogation and apply on a primary and non-contributory basis.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13.5 The CONTRACTOR shall maintain Environmental/Contractor Pollution Liability for claims resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required, and which would have been covered had the coverage been on an occurrence basis. Coverage shall not exclude the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. Said pollution liability policy shall include and list as "Additional Insured" the CITY and the CITY's commission members, officials, officers, agents and employees; the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. The selected bidder shall obtain all necessary endorsements to support these requirements. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence and in the aggregate

### **14. WAIVER OF BREACH**

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **15. INDEMNITY**

15.1 The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, and agents of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY, and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, the CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

15.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time, the limitations of which the parties agree apply to all claims regardless of whether in contract or in tort.

15.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate this Agreement.

## **16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict

between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. WAIVER OF TRIAL BY JURY**

**19.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.**

## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party

shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach  
Attn: City Manager/Finance Department/Procurement Division  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Pinnacle Management Systems, LLC dba Rytech Tri County  
Attn: Lenny Towle  
10224 NW 50<sup>th</sup> St  
Sunrise, FL 33351

### **23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

### **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

## **26. LIMITATIONS OF LIABILITY**

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. The foregoing limitation shall not apply to any indemnity obligation or liquidated damages.

## **27. PUBLIC ENTITY CRIMES**

27.1 CONTRACTOR acknowledges and agrees that 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 or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **29. PALM BEACH COUNTY INSPECTOR GENERAL**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **30. ENFORCEMENT COSTS**

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

## **31. PUBLIC RECORDS**

31.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) 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, or as otherwise provided by law.
- (c) Ensure that said 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.

(d) Upon the 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 services. 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.

**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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1662, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **32. COPYRIGHTS AND/OR PATENT RIGHTS**

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

### **33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **34. FEDERAL AND STATE TAX**

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

### **35. PROTECTION OF PROPERTY**

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

### **36. DAMAGE TO PERSONS OR PROPERTY**

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

### **37. WARRANTY**

37.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### **38. SCRUTINIZED COMPANIES**

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if VONTRACTOR, or any of its subconsultants are found to have submitted a false certification; or if CONTRACTOR or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

### **39. E-VERIFY**

39.1 Pursuant to Section 448.095(5) Florida Statutes, the Consultant shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which this Agreement is

terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

**40. SECTION 787.06 COMPLIANCE:**

40.1 The CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

**41. SURVIVABILITY**

41.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**42. WORK FOR HIRE**

42.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonably request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Water Damage Remediation Services for Disaster Events on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Anne Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

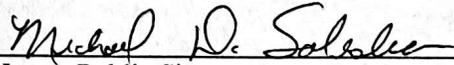
CONTRACTOR: **Pinnacle Management Systems, LLC dba Rytech Tri County**

By:   
Authorized Representative

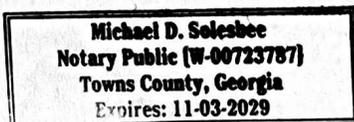
[Corporate Seal]

STATE OF GA )  
COUNTY OF TOWNS )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 5 day of December 2025, by Yannick Ngendahayo, as the owner [title] of **Pinnacle Management Systems, LLC dba Rytech Tri County** a company authorized to do business in the State of Florida, who is  personally known to me or  who has produced Drivers license as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Pinnacle Management Systems, LLC dba Rytech Tri County** to the same.

  
Notary Public Signature

Notary Seal:



**Exhibit A**  
**IFB Scope of Services**

The City of Lake Worth Beach is expecting the CONTRACTOR to provide water damage remediation services to the City's owned facilities immediately after a hurricane, other disaster, or as needed by the City on an emergency basis. The objective of this Agreement is to secure the services of an experienced contractor(s) who is capable of efficiently providing water damage emergency remediation services in a timely and cost-effective manner. The awarded contractor(s) should be experienced and proficient in all phases of emergency remediation services including, but not limited to, securing of furniture and other freestanding assets from affected areas, removal of damaged structural coverings, including drywall, trim, flooring, and ceiling materials, mold remediation, water extraction, disinfection of damaged areas, and remediation of hazardous materials. The awarded contractor(s) must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days or less.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract for emergency services. The awarded contractor(s) shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the City may have under contract.

The contractor may be required, at the City's discretion, to be under the direction of an agent of the City.

While intended to cover water damage remediation needs in any major disaster scenario or other emergency, the primary focus is on the threat of hurricane damage to City property. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The City envisions the need for a Contractor to carry out the water damage remediation work throughout the City owned facilities in the event of a major disaster or other emergency. The contractor must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial City payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete water damage remediation and demonstrable experience in major disaster recovery projects.

This will be a contingency contract that will be activated via purchase order only in case of an emergency or immediately after an emergency as needed. As such, no compensation will accrue to the contractor unless and until a purchase order is issued either in anticipation of an emergency or immediately after such emergency. Each purchase order will contain a price ceiling (not-to-exceed amount) that the contractor exceeds at its own risk.

The City does not guarantee a contractor will be activated under this contract.

In addition to using City forces and equipment, the City intends to award one (but reserves the right to execute more) water damage remediation contract for the purpose of having the contractor immediately available and committed to assisting the City prior to or in the aftermath of an emergency. The contractor will serve as a General Contractor for the purpose of water damage remediation services and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the contractor will use both local and non-local subcontractors. Notwithstanding, the contractor must take all necessary affirmative steps to assure that small and minority

businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the City will initially send out an alert to the contractor(s). This Alert will serve to activate the lines of communication between the awarded contractor(s) representatives and the City. Subsequently, the City will issue the first Purchase Order which will authorize the awarded contractor(s) to send an Operations Manager to the City within twenty-four (24) hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The awarded contractor(s) should anticipate receiving this first Purchase Order twenty-four (24) to seventy-two (72) hours before projected landfall of a hurricane or indication of the damage. Depending on the nature of the emergency, storm and circumstances, the City may activate more than one (1) contractor.

Specific purchase orders will be issued to selected contractor(s) based on the best interest of the City. The City reserves the right to assign purchase orders to various contractor(s) based on awarded pricing submitted or Contractor's availability. The City does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose awarded contractor(s) based on ranking.

The general concept of water damage remediation services shall include, but not limited to, securing of furniture and other freestanding assets from affected areas, removal of damaged structural coverings, including drywall, trim, flooring, and ceiling materials, mold remediation, water extraction, disinfection of damaged areas, and remediation of hazardous materials, among other tasks. The City will prescribe the specific schedule to be used after ascertaining the scope and nature of the anticipated disaster or emergency's impacts.

### **Reporting**

The contractor shall submit a report to the City's Emergency Management Coordinator or designee by close of business each day of the term of an issued purchase order as requested or as required by FEMA or other grant funding. Each report shall contain, at a minimum, the following information:

Contractor's Name

Contract Number

Daily and cumulative hours for each piece of equipment, if appropriate

Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate

Volumes of repairs handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject the Contractor to non-payment in each instance at the sole discretion of the City.

### **Performance of Contractor**

It is the intent of the Agreement to ensure that the Contractor provides a quality level of service. To this end, all complaints received by the Emergency Management Coordinator or designee and reported to the contractor shall be promptly resolved pursuant to the provisions of this Agreement.

The City's Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Inability to perform repairs due to the contractor's equipment or operational failures, liquidated damages of \$500 per day, for each day repair site must remain attended.
2. Failure to provide audit quality information by 5:00 p.m. of the following day of operation, liquidated damages of \$500 per day, for each day of failure to provide audit quality information.

The contractor may be immediately terminated and may not be paid for the following:

1. Starting repairs of any non-eligible, non-City approved areas.
2. Moving to another designated Work Area without prior City approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA (or other grant provided) and the City.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the awarded contract term.

The City reserves the right to delete or amend any of the services listed and described herein in negotiations with the selected contractor(s) or in specific purchase orders.

The City reserves the right to add additional locations to the list below if/when deemed necessary.

**CITY OWNED FACILITIES**

<b>LOCATION #</b>	<b>NAME</b>	<b>ADDRESS</b>
1	CITY HALL	7 NORTH DIXIE HWY
2	CITY HALL ANNEX	414 LAKE AVENUE
3	PUBLIC SAFETY COMPLEX	120 NORTH G STREET
4	OSBORNE CENTER	1699 WINGFIELD STREET
5	SOLID WASTE / STREETS	1880 2ND AVE NORTH
6	UTILITIES COMPLEX	1900 2ND AVE NORTH
7	GOLF COURSE FACILITY	1 7TH AVE NORTH
8	PUBLIC LIBRARY	15 NORTH M STREET
9	PUBLIC WORKS ADMIN	1749 3RD AVE SOUTH
10	WIMBLEY GYM	1515 WINGFIELD STREET
11	FACILITIES MAINTENANCE	1749 3RD AVE SOUTH
12	GROUNDS / CEMETERY	1724 12TH AVE SOUTH
13	FOR THE CHILDREN	1701 WINGFIELD STREET
14	WATER UTILITY FIELD	1880 2ND AVE NORTH
15	WATER UTILITY PLANT	301 COLLEGE STREET
16	LEISURE SERVICES ADMIN	501 LAKE AVENUE
17	LEISURE SERVICES REC	17 SOUTH M STREET
18	GARAGE FACILITY	1749 3RD AVE SOUTH

19	CASINO BUILDING	10 SOUTH OCEAN BLVD
20	COMPASS	201 N DIXIE HIGHWAY
21	LAKE WORTH BEACH FIRE STATION 1	1020 LUCERNE AVENUE
22	LAKE WORTH BEACH FIRE STATION 2	1229 N DETROIT STREET
23	HATCH	1121 LUCERNE AVENUE
24	LAKE WORTH BEACH PUBLIC SAFETY	120 N G STREET

## 1. OVERVIEW

A. The Contractor shall provide emergency water damage remediation services on an as-needed basis at countywide sites that have sustained damage from a disaster event.

B. All work shall be conducted so that all rules, policies, and guidance issued by the Federal Emergency Management Agency are followed, to the extent possible.

The Federal Contract Provisions, attached hereto as Appendix “A”, are hereby incorporated and made a part of this Scope of Services.

## 2. REMEDIATION SERVICES

The Contractor shall provide as-needed remediation services at any City site that sustained damage from a disaster event.

The Contractor shall secure freestanding assets away from an affected area when necessary to perform remediation services, as directed by the City. Such assets may include but are not limited to: office furniture, tables, chairs, appliances, electronics, and freestanding cabinets. The Awarded Contractor’s applicable water extraction service charge shall be inclusive of the securing of assets.

Types of remediation services include:

### A. Water and/or Wastewater Damage

i. The Contractor shall be capable of mobilizing within twenty-four (24) hours of the City’s request for water and/or wastewater remediation services. Once onsite, the Contractor shall assess the damage in the indoor environment and follow effective loss mitigation procedures, including but not limited to the mitigation of mold growth.

ii. The Contractor shall remove drywall, insulation, and/or other wall covering (walls, soffits, ceiling plenum) by stripping damaged sections from the affected area, unless directed otherwise by the City’s project manager.

iii. The Contractor shall remove damaged flooring materials such as carpeting, padding, mastic and/or adhesives, tile, and subflooring from the affected area, unless directed otherwise by the City’s project manager.

iv. The Contractor shall remove damaged ceiling tiles and/or grids from the affected area, unless directed otherwise by the City’s project manager.

- v. As requested by the City's project manager, the Contractor shall remove cabinets secured to damaged walls and floors. The Contractor will ensure to the best of their ability that cabinets deemed salvageable by the City's Project Manager are kept in reuseable condition.
- vi. The Contractor shall monitor the remediation progress using moisture meters until the area has returned to acceptable conditions per industry standards.
- vii. When required, the Contractor shall use treatments to prevent mold and bacterial growth that may include, but are not limited to: antimicrobial treatments, air scrubbers, and High Efficiency Particulate Air (HEPA) vacuums.
- viii. The Contractor shall perform complete decontamination of the affected areas which includes disinfection, cleaning and water extraction to lessen potential health risk, as required.
- ix. Where appropriate or as requested by the City, the Contractor shall install temporary protective barriers, such as sheet plastic or similar materials, to protect exposed walls, floors, ceilings, and/or secured assets.
- x. The Contractor shall provide pictures of services performed at each facility or location before, during and after remediation as documentation to be submitted with invoices.

## **B. Hazardous Materials**

- i. Exposure of hazardous materials may occur as a result of damage (e.g., wall and roof damage) following a emergency disaster event. Prior to any restoration work, the City must ensure that all hazardous materials are abated from the site. The City requires the Contractor to provide abatement and/or remediation of hazardous materials including but not limited to mold, asbestos, and/or asbestos containing material.
- ii. Prior to requesting remediation of hazardous materials, the City may request the Contractor to organize an independent inspection by a State of Florida licensed and insured sampling and testing company to determine the type and extent of hazardous materials present. The test results shall be provided to the City in writing.
- iii. Based on the results of the independent inspection, the Contractor shall ensure that remediation of the hazardous materials is performed according to the standards and protocols established by that industry and in accordance with Federal and State regulations which govern the safe removal and disposal of hazardous materials.
- iv. The Contractor shall be responsible for notifying Florida Department of Environmental Protection (FDEP), if required, before beginning any abatement process.
- v. The Contractor shall ensure that licensing requirements are met for the removal of any hazardous materials and shall provide a copy of the current license to the City upon request.
- vi. The Contractor shall provide written recommendation to the City's project manager addressing the proposed remediation plan and the need to remove workers and visitors from the affected areas.
  - a. When mold is present, the Contractor will be provided with a written Mold Remediation Protocol from the City. The Contractor shall follow the Mold Remediation Protocol and ensure that an actively licensed Mold Remediator pursuant to Florida Administrative Code (FAC) 61- 31-101 performs the appropriate service to eliminate the mold according to industry and FAC standards.

- b. The Contractor shall use treatments to treat and prevent further mold and bacterial growth that may include, but are not limited to, antimicrobial treatments, air scrubbers, and HEPA vacuums.
- c. The Contractor shall inspect and assess the Heating, Ventilation, and Air Conditioning (HVAC) system in the affected building to determine if remediation procedures are necessary. The Contractor shall ensure that the necessary HVAC remediation services are performed by a licensed Mold Remediator.
- d. The Contractor shall clean and sanitize registers, duct work, and blowers/variable air volume (VAV) equipment.
- e. The Contractor shall clean and sanitize air handler units and coils.
- f. The City shall provide a post-remediation verification inspection (PRVI), which is a Mold Clearance Test, to assure the mold is gone and to ensure mold dust did not spread to other parts of the building or into mechanical systems.
- vii. The City shall provide for third-party testing after remediation services have been completed by the the Contractor to ensure that all hazardous materials have been remediated.

### **3. TRANSPORT AND DISPOSAL OF DEBRIS**

- A. The Contractor shall be responsible for the hauling and disposal of all debris from the site, maintaining compliance with all applicable regulations, including the Florida Department of Environmental Protection (FDEP).
- B. The Contractor shall ensure that all hazardous waste destined for disposal is sent to a permitted hazardous waste facility.
- C. The Contractor shall provide documentation of final disposal location of all debris to the City Project Manager.

### **4. COMPLIANCE REGULATIONS**

All services performed by the Contractor shall be in compliance with all applicable state, federal, and local laws, regulations and guidelines, including, but not limited to:

- i. Occupational Safety and Health Administration (OSHA):
  - a. Hazardous Waste Operations and Emergency Response, Title 29, Part 1910, Section 120 of the Code of Federal Regulations.
  - b. Respiratory Protection, Title 29, part 1910, Section 134 of the Code of Federal Regulations.
  - c. Construction Industry, Title 29, Part 1926 of the Code of Federal Regulations.
  - d. Hazard Communication, Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.
  - e. Specifications for Accident Prevention Signs and Tags, Title 29, Part 1910, Section 145 of the Code of Federal Regulations.
- ii. U.S. Environmental Protection Agency (EPA) guidelines found at <https://www.epa.gov/hw>

- iii. Center for Disease Control (CDC) air pollution and respiratory health guidelines found at <https://cdc.gov/nceh>
- iv. Board for Global Environmental Health and Safety (EHS) Credentialing: [www.gobgc.org](http://www.gobgc.org)

## 5. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall follow all current best practice procedures as determined by industry standards or as directed by the City.
- B. The Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work.
- C. The Contractor shall provide all personnel and equipment necessary to perform the services described herein.
- D. The Contractor crew must have at least one employee on site that can effectively communicate in English with the City staff and with the public.
- E. The Contractor shall provide a qualified employee who shall be present during the course of work, who can make on-site decisions, and shall act as a fully authorized agent of Awarded Contractor. The qualified employee shall be knowledgeable about all procedures and practices applicable to the contracted service requirements and conditions.
- F. All the Contractor's personnel shall have access to a cell phone or radio to communicate with each other, any subcontractors, and the City.
- G. The Contractor's employees are required to wear a company uniform, which shall include the name of the employee and the company. All employees shall have identification, which shall contain a color photograph of the employee, the name of the employee and the name of the company.
- H. The Contractor's vehicles shall have identification (i.e., a sign affixed to the vehicle).
- I. The Contractor will coordinate work so that there is minimal to no interruption to daily work at any location.
- J. **Mandatory Kick-Off Meeting:** Upon approval of the contract, the Contractor shall attend a mandatory kick-off meeting with City representatives to discuss important information related to the scope of work, the contract and the invoice payment process. A quarterly check-in meeting may also be required to review any issues with the contract.
- K. The Contractor is required to participate in performance and project report meetings as deemed necessary by the City. The City shall not be responsible for payment to the Contractor for any briefings or meetings held between the City and the Contractor, as these meetings are to the mutual benefit of both parties.
- L. The Contractor shall notify the City whenever the Contractor is on City property to perform requested work.
- M. The Contractor shall provide the City's Administrative Agent with either:

The phone number of their answering service that is monitored 24- hours per day for emergency response,

or

Two points of contact (a primary and a secondary) along with each contact's phone number. If the phone number or points of contact changes during the duration of the contract, the Contractor shall immediately notify the City's Administrative Agent of the change and provide updated information.

N. All correspondence between the City and the Contractor concerning services within the scope of this agreement shall contain the contract number, work order (WO) number, and purchase order (PO) number.

O. The Contractor is responsible for any damage to City or third-party property caused by the Contractor or their employees. Restoration shall be made to the City's satisfaction.

P. The Contractor shall ensure conditions on the work site always reflect good housekeeping and safety practices. The Contractor shall be responsible for all trash and debris disposal from the work site.

Q. The Contractor shall document and report all safety-related incidents on the project site immediately to the City's Project Manager.

R. All material stored at a City facility by the Contractor or subcontractors working for the Contractor to be used in work performed at that facility must be stored in an approved area, authorized by the City representative in charge of the project.

i. Stored tools, equipment, and materials (all parts and pieces) belonging to the Contractor or a representative (subcontractor) of the Contractor, and stored at a City site, will be the sole responsibility of the Contractor. The City shall not be held liable for missing or stolen items.

S. The Contractor shall be responsible for any and all permitting and must send a copy of the permit to the City's project manager, prior to commencing work. The Contractor shall be reimbursed for permit fees.

## **END OF SCOPE OF SERVICES**

**Exhibit B**  
**Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into this agreement, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

**Equal Employment Opportunity.** During the performance of the resulting contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Compliance with the Davis-Bacon Act.**

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

*Applicable Davis Bacon wages shall be attached to the applicable Work Order.*

#### **Compliance with the Copeland "Anti-Kickback" Act.**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

### **Compliance with the Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

### **Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Suspension and Debarment.**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **Procurement of Recovered materials.**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

#### **Access to Records.**

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **DHS Seal, Logo, and Flags.**

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

#### **Compliance with Federal Law, Regulations, and Executive Orders.**

By signing the agreement resulting from this solicitation, the Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **No Obligation by Federal Government.**

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

#### **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

#### **Affirmative Steps. Required Affirmative Steps**

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Domestic preferences for procurements.**

(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

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

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

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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

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

**IFB #25-112 WATER DAMAGE REMEDIATION SERVICES FOR DISASTER EVENTS****CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS**

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**INSTRUCTIONS FOR CERTIFICATION**

- 1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signed by:

Troy Feichter

Signature of Contractor's Authorized Official

Troy Feichter, Owner

Name and Title of Contractor's Authorized Official

8/22/2025 | 3:28 PM PDT

Date

# IFB #25-112 WATER DAMAGE REMEDIATION SERVICES FOR DISASTER EVENTS

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

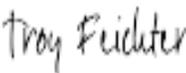
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.

38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signed by:  
  
0DE2CAEDA85E420

\_\_\_\_\_  
Signature of Contractor's Authorized Official

**Troy Feichter, Owner**

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

8/22/2025 | 3:28 PM PDT

\_\_\_\_\_  
Date

**EXHIBIT C**  
**CONTRACTOR'S SCHEDULE OF UNIT PRICES**  
**Bid Pages (4 pages)**

**(B4)**

**IFB #25-112 WATER DAMAGE REMEDIATION SERVICES FOR DISASTER EVENTS**

**SCHEDULE OF UNIT PRICES**

In order to evaluate the bid submissions, each Bidder must identify the unit prices for the work set forth in the Scope of Work. The bid will be awarded to the responsive and responsible bidder(s) submitting the lowest total bid prices. Unless otherwise noted, bidders must submit a price for every line item to be considered for award.

THE BELOW RATES ARE ALL INCLUSIVE FOR LABOR, MATERIALS, PRODUCT COSTS, TOOLS, ETC., for REMEDIATION TECHNICIAN and/or SUPERVISOR to perform the following:

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
<b>1. ANTIMICROBIAL TREATMENT</b>					
1.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.38	\$3,800
1.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.38	\$9,500
1.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.38	\$19,000
1.d.	For areas over 50,000 square feet	Sqft.	75,000	.38	\$28,500
<b>2. MILDECIDE TREATMENT</b>					
2.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.82	\$8,200
2.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.82	\$20,500
2.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.82	\$41,000
2.d.	For areas over 50,000 square feet	Sqft.	75,000	.82	\$61,500
<b>3. WATER EXTRACTION SERVICES (LABOR, INCLUDING MACHINE AND ANY NECESSARY SECURING OF FREESTANDING ASSETS)</b>					
3.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	1.13	\$11,300
3.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	1.13	\$28,250
3.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	1.13	\$56,500
3.d.	For areas over 50,000 square feet	Sqft.	75,000	1.13	\$84,750
<b>4. TRUCK MOUNTED CARPET WATER EXTRACTION SERVICES (LABOR, INCLUDING MACHINE AND ANY NECESSARY SECURING OF FREESTANDING ASSETS)</b>					
4.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.60	\$6,000
4.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.60	\$15,000
4.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.60	\$30,000
4.d.	For areas over 50,000 square feet	Sqft.	75,000	.60	\$45,000
<b>5. BASE MOLDING and/or CASING REMOVAL</b>					
5.	Per Linear Foot	Lft.	10,000	.70	\$7,000

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
<b>6. CARPET CLEANING and SANITIZING (LABOR, INCLUDING MACHINE AND ANY NECESSARY SECURING OF FREESTANDING ASSETS)</b>					
6.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.63	\$6,300
6.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.63	\$15,750
6.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.63	\$31,500
6.d.	For areas over 50,000 square feet	Sqft.	75,000	.63	\$47,250
<b>7. CARPET REMOVAL</b>					
7.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.81	\$8,100
7.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.81	\$20,250
7.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.81	\$40,500
7.d.	For areas over 50,000 square feet	Sqft.	75,000	.81	\$60,750
<b>8. TILE FLOORING CLEANING and SANITIZING (CERAMIC OR VINYL; LABOR, INCLUDING MACHINE AND ANY NECESSARY SECURING OF FREESTANDING ASSETS)</b>					
8.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.85	\$8,500
8.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.85	\$21,500
8.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.85	\$42,500
8.d.	For areas over 50,000 square feet	Sqft.	75,000	.85	\$63,750
<b>9. CERAMIC TILE REMOVAL</b>					
9.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	4.99	\$49,900
9.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	4.99	\$124,750
9.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	4.99	\$249,500
9.d.	For areas over 50,000 square feet	Sqft.	75,000	4.99	\$375,250
<b>10. VINYL TILE REMOVAL</b>					
10.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	1.97	\$19,700
10.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	1.97	\$49,250
10.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	1.97	\$98,500
10.d.	For areas over 50,000 square feet	Sqft.	75,000	1.97	\$162,750
<b>11. SUBFLOOR REMOVAL</b>					
11.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	2.17	\$21,700
11.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	2.17	\$54,250
11.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	2.17	\$108,500
11.d.	For areas over 50,000 square feet	Sqft.	75,000	2.17	\$162,750
<b>12. CEILING GRID REMOVAL</b>					
12.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.28	\$2,800
12.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.28	\$7,000
12.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.28	\$14,000
12.d.	For areas over 50,000 square feet	Sqft.	75,000	.28	\$21,000

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
<b>13. CEILING TILE REMOVAL</b>					
13.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.57	\$5,700
13.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.57	\$14,250
13.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.57	\$28,500
13.d.	For areas over 50,000 square feet	Sqft.	75,000	.57	\$42,750
<b>14. VINYL WALL COVERING and ADHESIVE REMOVAL</b>					
14.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	1.36	\$13,600
14.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	1.36	\$34,000
14.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	1.36	\$68,000
14.d.	For areas over 50,000 square feet	Sqft.	75,000	1.36	\$102,000
<b>15. DRYWALL REMOVAL (WALL OR CEILING)</b>					
15.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	1.33	\$13,300
15.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	1.33	\$33,250
15.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	1.33	\$66,500
15.d.	For areas over 50,000 square feet	Sqft.	75,000	1.33	\$99,750
<b>16. INSULATION REMOVAL (WALL OR CEILING)</b>					
16.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.97	\$9,700
16.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	1.97	\$24,250
16.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.97	\$48,500
16.d.	For areas over 50,000 square feet	Sqft.	75,000	.97	\$72,750
<b>17. CABINET REMOVAL (WALL OR BASE)</b>					
17.	Per Linear Foot	Lft.		12.56	\$12.56
<b>18. TEMPORARY PROTECTIVE COVERING (SHEET PLASTIC OR SIMILAR)</b>					
18.a.	For areas 1 – 10,000 square feet	Sqft.	10,000	.39	\$3,900
18.b.	For areas 10,001 – 25,000 square feet	Sqft.	25,000	.39	\$9,750
18.c.	For areas 25,001 – 50,000 square feet	Sqft.	50,000	.39	\$19,500
18.d.	For areas over 50,000 square feet	Sqft.	75,000	.39	\$29,250
<b>19. MACHINE USAGE</b>					
19.a.	Air Mover - Small	Per Day	5	30	\$150
19.b.	Air Mover – Medium	Per Day	5	33	\$165
19.c.	Air Mover – Large	Per Day	5	39.50	\$197.5
19.d.	Air Scrubber – Small	Per Day	5	81.08	\$405.40
19.e.	Air Scrubber – Medium	Per Day	5	126.60	\$633
19.f.	Air Scrubber – Large	Per Day	5	162.15	\$810.75

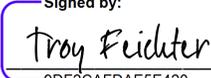
ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED TOTAL
19.g.	Axial Air Mover	Per Day	5	33	\$165
19.h.	Dehumidifier - Small	Per Day	5	67.17	335.85
19.i.	Dehumidifier – Medium	Per Day	5	92.93	464.65
19.j.	Dehumidifier – Large	Per Day	5	131.31	656.55
19.k.	Generator - Portable	Per Day	5	102.72	513.60
19.l.	HEPA Vacuum, Space/Area	Per Day	5	80	400
19.m.	Hydroxyl Generator	Per Day	5	236.45	\$1,182.25
19.n.	Moisture Monitoring Machine	Per Day	5	5	25
19.o.	Negative Air Machine - Small	Per Day	5	81.08	\$405.40
19.p.	Negative Air Machine – Medium	Per Day	5	126.60	\$633
19.q.	Negative Air Machine – Large	Per Day	5	62.15	\$810.75
19.r.	Power Distribution Box	Per Day	5	59.73	298.65
<b>20. Other Charges</b>					
20.a.	Inspection & Damage Assessment	One Time Fee	5	215.97	\$1,079.85
20.b.	Mobilization	One Time Fee	5	500	\$2,500
20.c.	Dump Truck – Per Load – Including Dump Fees	Per Load	100	198.28	\$19,828
<b>TOTAL BID:</b>					<b>\$3,118,672.72</b>

Name of Bidder: Rytech Tri County

Address: 10224 NW 50th St City: \_\_\_\_\_ ST FL Zip 33351

Phone: (954) 608.1087 Email: tfeichter@rytechinc.com

Print Name: Troy Feichter Title: Owner

SIGNATURE:  Signed by: Troy Feichter Date: 8/22/2025 | 3:28 PM PDT  
9DF2CAFDAE5E420...