

**VILLAGE OF TEQUESTA**  
**CONTRACT FOR INSPECTION OF WATER STORAGE TANKS**

THIS CONTRACT is entered into, and effective, this \_\_\_\_ day of June, 2015, by and between the VILLAGE OF TEQUESTA, FLORIDA, a municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, organized and existing in accordance with the laws of the State of Florida, hereinafter "Village"; and CROM ENGINEERING & CONSTRUCTION SERVICES, INC., a Florida corporation with offices located at 6801 South Archer Road, Gainesville, Florida 32608, hereinafter "Contractor".

**WITNESSETH**

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Village and the Contractor both hereby agree to enter into this Contract for Inspection of Water Storage Tanks, whereby the Contractor shall inspect and provide inspection reports for the Village's three (3) water storage tanks. Pursuant to the Contractor's May 21, 2015 correspondence, attached hereto as Exhibit A, the Village is authorized to piggyback on the Contractor's current contract with the City of West Palm Beach, Contract No. 12558, which was originally procured by the City of West Palm Beach in accordance with procedures that comply with the Village's procurement requirements. City of West Palm Beach, Contract No. 12558 is attached hereto as Exhibit B and is hereby incorporated into this Contract as if fully set forth.

2. **COMPENSATION:** Pursuant to Exhibits A and B, and in consideration for the above Scope of Services, pricing is as follows:


0.011MG Effluent Storage Tank - \$5,850.00 in accordance with pricing line item 1.1 of Exhibit B;

0.75 MG GST - \$4,800.00 in accordance with pricing line item 10.2 of Exhibit B;

2.0 MG GST - \$5,400.00 in accordance with pricing line item 5.2 of Exhibit B.


The Village shall pay the Contractor within thirty (30) days of receipt of all final inspection reports, and an invoice documenting the amount due, in accordance with Exhibit A.

3. **INSURANCE AND INDEMNIFICATION:** The Contractor shall provide proof


of workman's compensation insurance and liability insurance in such amounts as are specified on Exhibit B, shall name the Village as an "additional insured" on the liability portion of the insurance policy. The Contractor shall -at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, to the extent arising out of negligent error, negligent omission, negligent act, negligent conduct, or misconduct of the Contractor, his/her agents, servants, or employees in the performance of services under this Contract. 

4. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sec. 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Sec. 287.133(3)(a), *Florida Statutes*.

5. **TERMINATION; NOTICE:** This Contract may be terminated by either party upon five (5) days written notice to the other party, in accordance with Exhibit B. Notice shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, Florida 33469 Attn: Director of Utilities	Crom Engineering & Construction Services, Inc. 6801 SW Archer Road Gainesville, Florida 32608 Attn: Jeffrey Malpass, President 

6. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agree that this Contract is not a contract for employment and that no relationship of Employee/Employer or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein provided.

7. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Contract, the prevailing party shall be awarded reasonable attorney's fees, including fees on appeal as may be awarded by a Court or Arbitor on a claim under this Contract. 

8. **CHOICE OF LAW; VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to same.

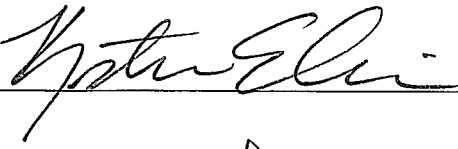
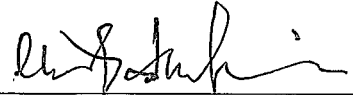
9. **AMENDMENTS AND ASSIGNMENTS:** This Contract, all Exhibits attached hereto, and required insurance certificates constitute the entire Contract between both parties; no modifications shall be made to this Contract unless in writing, agreed to by both parties, and attached hereto as an addendum to this Contract. The Contractor shall not transfer or assign the performance of services called for in the Contract without prior written consent of the Village.

10. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

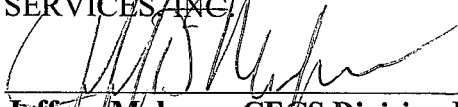

11. **PUBLIC RECORDS:** In accordance with Sec. 119.0701, *Florida Statutes*, Contractor must keep and maintain this Contract and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, Contractor must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, Contractor shall ensure that any exempt or confidential records associated with this Contract or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, Contractor shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work and upon request, transfer to the Village, at no cost to the Village, all such records in the possession of Contractor and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Village in a format that is compatible with the Village's information technology systems.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date and year first above written.

WITNESSES:

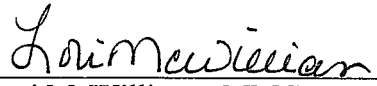
CROM ENGINEERING & CONSTRUCTION  
SERVICES, INC.


  
Jeffrey Malpass, CECS Division President, Vice  
President, & Assistant Secretary 

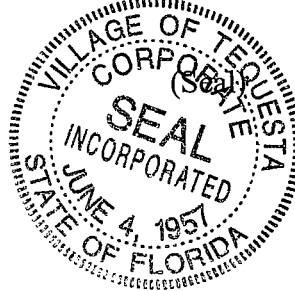
(Corporate Seal)

VILLAGE OF TEQUESTA

ATTEST:

  
Lori McWilliams, MMC  
Town Clerk

  
Michael Couzzo, Village Manager





Revised May 21, 2015

**PROPOSAL #15-109  
DIVE INSPECTION and REPORT**

**11,000 GALLON CAST-IN-PLACE CONCRETE CLEARWELL  
0.75 MG GROUND STORAGE TANK AND 2.0 MG GROUND STORAGE TANK**

**VILLAGE OF TEQUESTA  
TEQUESTA, FLORIDA**

Crom Engineering and Construction Services (CECS) proposes to provide inspection services for the cast-in-place concrete tank and two prestressed concrete tanks, in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard concrete tank and prestressed concrete tank design to meet the requirements of Florida Administrative Code 62-555.350.

**1. REQUIRED DATA**

Prior to starting work, CECS will gather all applicable data required to review the service life of the aforementioned storage tanks including any available computations, detailed drawings, and specifications.

**2. COMMENCEMENT AND COMPLETION**

Upon your execution of this proposal, we will proceed according to a mutually agreed upon schedule determined between the owner and CECS, after a notice to proceed is issued by the owner; and will undertake to furnish sufficient labor, materials, and equipment to complete the inspection in a working time of approximately **three days** and to transmit the subsequent written Inspection Report approximately **six weeks** after the inspection.

This proposal is based on the assumption that the weekly working hours of 7:00am - 5:00pm from Sunday - Saturday are permitted and that all work can be completed during one mobilization.

In the event that we cannot start the job by **August 1, 2015** because of delays of any nature which are caused by the owner or other contractor employed by him and over which we have no control, the contract price may then be renegotiated to reflect any increased costs.

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**CROM ENGINEERING & CONSTRUCTION SERVICES**

6801 SW Archer Road • Gainesville, Florida 32608 • 352-548-3349 • Fax: 352-548-3449

*A Division of Crom, LLC*

3. INSURANCE

We hereby certify that we have complete Workers' Compensation Insurance, and that we carry adequate Liability and Property Damage Insurance as well as Builders' Risk Insurance. A certificate will be furnished by our insuring agency upon request.

4. SERVICES TO BE FURNISHED BY CROM ENGINEERING AND CONSTRUCTION SERVICES ARE:

We propose to furnish all supervision, labor, material, and equipment required to complete the work, except as noted in Paragraph 5. The services to be furnished by CECS are specifically:

- a. Review of tank design, drawings, and existing conditions as required to provide an evaluation on the current condition and integrity of the following concrete tanks:
  - 0.011 MG Effluent Storage Tank  
58'-0" long x 16'-0" width x 11'-0" depth
  - 0.75 MG GST  
80'-0" ID x 19'-11" SWD  
1977-M-015
  - 2.0 MG GST  
130'-0" ID x 19'-11" SWD  
1991-M-047
- b. Underwater Inspection.
- c. Comprehensive Inspection Report of the tanks.

5. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services shall be provided by others without expense to CECS.

- a. Adequate access to the tank including open storage space for our equipment and materials, conveniently located near the tank to be inspected.
- b. A continuous supply of potable water under pressure for the use of the dive crew within 100 feet of the tank site.
- c. A continuous supply of electricity during the period of the inspection: one 30-AMP, 110-volt service for the operation of our power tools and accessories, located not more than 100 feet from the tank. Please be sure that all circuit breakers are ground-fault protected.

- d. Any permit or other governmental fees as may be required for the work.
- e. Complete isolation of the tank from the water system including lock-out tag-out procedures. This plan shall be reviewed by CECS personnel prior to tank entry.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. Crom Engineering and Construction Services' claims for extras shall carry 30% for overhead and 10% for profit.

7. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative, or other contractor employed by him, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus 30% for overhead.

8. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the owner or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CECS sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the owner or the contractor so long as CECS has sufficient qualified employees available to perform the work.

9. QUOTATION

We are prepared to carry out the inspections and cleanouts in accordance with the foregoing for the following pricing:

**Dive Inspection with Comprehensive Written Report**

<b><u>1.1</u></b>	<b>0.011-MG Level 2 Inspection in the wet:</b>	<b>\$5,850.00</b>
<b><u>5.2</u></b>	<b>2.0-MG Level 2 Inspection in the wet:</b>	<b>\$5,400.00</b>
<b><u>10.2</u></b>	<b>0.75-MG Level 2 Inspection in the wet:</b>	<b>\$4,800.00</b>

Final payment, including any changes in contract amount, shall be made within **30 days** of the receipt of the final Inspection Report. Final payment shall not be held up because

of delays in testing. Owner shall pay CECS interest at 12% per annum on any overdue amounts.

10. CONSULTATION AND LIMITATIONS

The work to be performed under this proposal is intended to provide a means by which to evaluate the general condition of the tank. The results of the inspection may provide recommendations for further work to be performed. Any actions taken by the owner or questions arising in response to the Inspection Reports should be submitted to CECS for clarification and technical review. The only warranty made in connection with the services provided is that we have used the degree of care and skill ordinarily exercised and provided by reputable members of our profession. No other warranty is expressed or implied.

If the Owner wishes to have CECS perform any repairs or remediation of the tank or accessories, it shall authorize such work in writing and pay CECS its standard charges for such work.

It is agreed that CECS shall not be responsible for any consequential, special or delay damages.

It is agreed that the venue for any litigation under this Agreement shall be in Alachua County, Florida.

If CECS engages an attorney for the collection of the amounts due from the Owner, the Owner shall pay CECS its reasonable attorney's fees and costs through any appeal.



# 11. ACCEPTANCE

This proposal is offered for your acceptance within **45 days** from the proposal date. We reserve the right after that period to amend our proposal to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM ENGINEERING & CONSTRUCTION SERVICES



Clint Jenkins  
Project Manager



Jeff D. Malpass, P.E.  
CECS President

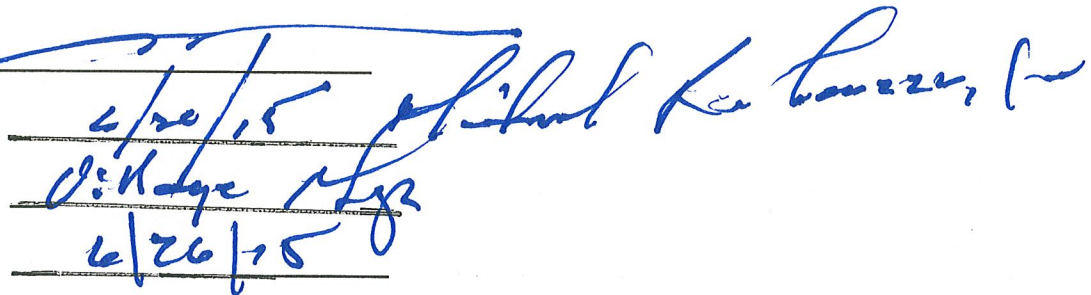
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ACCEPTED

BY:

TITLE:

DATE:



6/26/15  
D. Hodge  
6/26/15

## Purchase Order Requisition

(Not a Purchase Order)

\*Revised November 14, 2011

Date: 6/16/2

6/26/2

Department: Water Treatment Plant

Req. #: 00908

Quotes Received: 1 (See Attached)

Vendors

Bids

Sole Source Provider

Pigby - Bact

Recommended Vendor:

Vendor #:

Crom Engineering &amp; Constr. Services

00908

Address: 6801 Sw Archer Road

City: Gainesville

State &amp; Zip: FL 32608

Comments:

To award a contract to Crom Engineering & Construction Services (CECS) for the dive inspection of three (3) water tanks located at the Water Plant.

Manuf./

Available Balance

(Finance Use Only)

Item Description	Part#	Qty.	Unit Price	Total Cost	Account #	
1.1 Inspection		1	\$ 5,850.00	\$ 5,850.00	401-411 549.671	\$39,659.76 61
10.2 Inspection		1	\$ 4,800.00	\$ 4,800.00	401-411 549.671	11
5.2 Inspection		1	\$ 5,400.00	\$ 5,400.00	401-411 549.671	11
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
				\$ -		

Total: \$ 16,050.00

**Finance/Administrative Use Only:**

The Department Director's / Designee's signature below certifies that (1) this purchase order requisition is complete and in compliance with the Village's Purchasing Policies and Procedures and (2) all procurement requirements have been satisfied.

Department Director / Designee Signature:

Date:

The Finance Department signature below certifies that (1) this requisition has been approved by an authorized Department Director / Designee, (2) that the correct account numbers have been used and (3) there is adequate funding in the accounts listed.

Finance Signature:

Date:

Village Manager Approval:

Date:

Village Council Approval:

Resolution #:

Date:

# THE VILLAGE OF TEQUESTA

## PIGGYBACKING CHECKLIST

Instructions: This form is to be completed for any purchase of goods, or contract for services where the Village will utilize a contract competitively bid by another governmental agency (i.e. "Piggyback").

Department: Water Treatment Plant

Date: 15-Jun-15

Item/Service	Dive Inspection of 3 Water Tanks at Water Plant
Vendor/Service Provider	Crom Engineering & Construction Service



☒ State Contract #12558  
\*Chapter 287, F.S.



☒ Other Governmental Agency

If box beside "Other Governmental Agency" is checked above, complete the remainder of this form.

1	Governmental Agency	CITY OF WEST PALM BEACH #12558	YES	NO
2	Is the contract current? Effective date: <u>5/2/13</u> Expiration Date: <u>5/2/18</u>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Was item/service bid out in compliance with the Village's Purchasing Policies & Procedures?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Is the price that the Village will receive by piggybacking equal to the price obtained by the agency named above?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	Does the contract contain an assignability clause?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	If the answer to question # 5 is no, has the governmental agency given the Village permission to piggyback on the the contract?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Has the vendor/service given the Village permission to piggyback on the contract?		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Department Head Signature

6/27/15  
Date