

RESOLUTION NO. 22-131

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EMPEX PRODUCTIONS LTD. FOR THE PURCHASE OF THE KIDS SPLASH POOL FOR THE AQUATIC CENTER IN THE TOTAL AMOUNT OF \$250,109.60; AND AUTHORIZING BUDGET AMENDMENT.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Empex Productions Ltd relating to the purchase of the Kids Splash Pool for the Aquatic Center, in the total amount of Two Hundred Fifty Thousand, One Hundred Nine Dollars and Sixty Cents (\$250,109.60), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The following budget amendment #30 is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as shown in and in accordance with the **attached** and incorporated Exhibit B, to reflect the receipt and expenditure of these funds.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 14th day of April, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

EMPEX PRODUCTIONS LTD.



The art of aquatic play

2022 09 03 3:45

DEPOSIT INVOICE	040422.2R-1	Fed.Tax ID No	DATE	20-Apr-22
Project: PCB Aquatic Center OPTION 1			PRICE	242,244.60 US
Attn: Aric Moore			SUB TOTAL	242,244.60 US
Senior Accounting Technician			FREIGHT	5,475.00 US
Parks and Recreation			CRATING \$	2,390.00 US
17007 Panama City Beach Parkway				
Panama City Beach, FL 32413				
850-233-5045 Office			TOTAL VALUE	250,109.60 US
			50% DEPOSIT	125,054.80 US
			BALANCE DUE	125,054.80 US

UNITS	UNIT CAT.No.	DESCRIPTION	UNIT COST	SUM
1 Aquadunker	K024		\$ 21,854.40	21,854.40 US
1 Aquawave	T450	water on slide	\$ 12,235.20	12,235.20 US
1 Aquadek	C410-TR-1L		\$ 167,875.00	167,875.00 US
2 Landing Pad (Option)	LP101	with Base 4x3	\$ 1,650.00	3,300.00 US
Installation			\$ 36,980.00	36,980.00 US

WIRE PAYMENT BANKING DETAILS

Terms: 50% deposit with order 50% due upon completion
 All applicable taxes, duties extra, Shipping 6-8 weeks after receipt of deposit Work to be completed A
 If you are in agreement; please fax back a signed copy of this quotation and your TT remittance for the value of:

BANK DETAILS:

Benificary: Empex Productions Limited
 50-12 Innovator Avenue Stouffville ON L4A 0Y2 CA
Bank: Toronto Dominion Bank
 443 Queen St. West Toronto ON M5V 2A8 Canada
Account No: 7321907 Transit No: 19682-004
Swift Code: TDOMCATTOR

\$125,054.80 US

REMIT CHECKS TO: Empex Productions Ltd.

50 - 12 Innovator Avenue, Stouffville, ON L4A 0Y2 Canada Tel 905 649 5047 Fax 905 640 5430 E-Mail: Info@watertoys.com www.watertoys.com

US\$ INVOICE

EMPEX PRODUCTIONS LTD.



The art of aquatic play

2022 09 03 3:45

QUOTATION No.Q **040422.2R-1** **VALID 90 DAYS** DATE **20-Apr-22**

Project: PCB Aquatic Center OPTION 1	Ship to:	PRICE	242,244.60 US
Attn: Aric Moore	site	SUB TOTAL	\$242,244.60
Senior Accounting Technician		FREIGHT	\$5,475.00
Parks and Recreation		CRATING \$	\$2,390.00
17007 Panama City Beach Parkway			
Panama City Beach, FL 32413		TOTAL VALUE	250,109.60 US
850-233-5045 Office		50% DEPOSIT	125,054.80 US
	Shipping Date	BALANCE	125,054.80 US

5	UNITS	UNIT CAT.No.	DESCRIPTION	UNIT COST	SUM
1	Aquadunker	K024		21,854.40 US	21,854.40 US
1	Aquawave	T450	water on slide	12,235.20 US	12,235.20 US
1	Aquadek	C410-TR-1L		167,875.00 US	167,875.00 US
2	Landing Pad (Option)	LP101	with Base 4x3	1,650.00 US	3,300.00 US
.	Installation			36,980.00 US	36,980.00 US

SIGN BACK ACCEPTANCE OF THIS QUOTATION MUST COMPLETED WITH ORDER

Terms: 50% deposit with order 50% due upon completion
 All applicable taxes, duties extra, Shipping 6-8 weeks after receipt of deposit Work to be completed Aug 8- Sep 2, 2022
 If you are in agreement; please fax back a signed copy of this quotation with your Federal Tax ID Number and

Please make payable to **EMPEX PRODUCTIONS LTD** for the value of:

125,054.80 US

Fed.Tax ID No **596045116**

Signature *[Signature]*

Date **4-25-22**

REMIT TO: Empex Productions Ltd.

50 - 12 Innovator Avenue, Stouffville, ON L4A 0Y2 Canada Tel 905 649 5047 Fax 905 640 5430 E-Mail: info@watertoys.com www.watertoys.com

USS QUOTATION

NOTICE OF AWARD

TO: Empex -Water Toys
Brad Olson, US Sales Manager
brad@watertoys.com

PRODUCT DESCRIPTION:

PCB57 ITB Aquatic Center Kids Splash Pool Project

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described Product in response to its Advertisement for Bids dated March 2, 2022 and associated Information for Bidders.

You are hereby notified that your lump sum bid has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance within the above noted ten (10) calendar day period.

Dated this 20th day of April, 2022.

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PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

CITY OF PANAMA CITY BEACH

Owner

By 

Name: Drew Whitman

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By Empex Productions Ltd. - Empex Watertoys

This the 20th day of April, 2022.

Name Wyeth Tracy 

Title President



[END OF NOTICE OF AWARD]

PCB22-57 ITB Aquatic Center Kids Splash Pool Project

THIS AQUATIC CENTER KIDS SPLASH POOL PROJECT AGREEMENT is made and entered into this 20th day of April 20, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Empex - Water Toys (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide product, material, labor, and installation of the Aquatic Center Kids Splash Pool play features including demolition or any repairs to the pool liner and clean up as detailed in the Bid **ITB Aquatic Center Kids Splash Pool Project SCOPE OF WORK, attached.**

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor \$250,109.60 [according to the Lump Sum Bid price submitted on the ITB Aquatic Center Kids Splash Pool Bid Form, as full consideration for the performance of the work required by this Agreement.

Extra and/or Additional Work Changes.

Should the City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, and may require City Council approval.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the day project is accepted by the Parks and Recreation Director. The Contractor shall submit an itemized invoice by billing the City for the work satisfactorily accepted as of the closure date. The invoice shall be delivered to Accounts Payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

The agreement shall be effective upon award and will remain in effect until completion of the project. The contractor must perform the entire scope of work between the days of August 8, 2022 through September 2, 2022. The project is required to be fully completed on September 2, 2022.

5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Time for Work Performance shall not exceed 25 days, beginning no earlier than August 8, 2022, and completed by September 2, 2022.

Time is of the essence in the performance of the Work under this Agreement. The City and Contractor recognize that, since time is of the essence for this Agreement, the City will suffer monetary loss if the Work is not substantially completed within the specific time set in the Contract Time. Should Contractor fail to substantially complete the Work within the Contract Time, the City shall be entitled to assess, as liquidated damages, but not as a penalty, the amount of \$1,000 per day for liquidated damages as specified in the Agreement for each calendar day thereafter until Final Completion is achieved.

Weather delays will only be considered when a State of Emergency is declared in Bay County by the Florida State Governor, County Commissioners or Mayor of Panama City Beach.

6. INSURANCE:

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "D".

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

7. INDEMNIFICATION:

Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

8. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal (Exhibit E) and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

9. WARRANTY

The Contractor agrees that, per the bid specifications that the Aquatic Center Play Features and all equipment installed have a (2) two-year Warranty for all costs associated with the repairs. The right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

10. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

11. TERMINATION

1. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to adhere to any conditions in the "Default/Failure to Perform" listed above; (2) failing to timely correct defective Work; (3) making a general assignment for the benefit of its creditors; (4) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (5) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (6) making a material misrepresentation to the City regarding the Work, (7) arrest or conviction of felony or fraud, or (8) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
2. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without

cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

12. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within twenty-four (24) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

13. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

14. ASSIGNMENT

This Agreement is not assignable.

15. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

17. WAIVER

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

18. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

- A. As to City:

City Representative: DREW WHITMAN

Title/Position: CITY MANAGER

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850 233-5100

B. As to Contractor:

Contract Representative: Wyeth Tracy

Title/Position: President

Email address: wt@watertoys.com

Mailing address: 50-12 Innovator Avenue Stouffville, ON L4A 0Y2

Phone/Cell: 416-881-3737

19. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BID PROPOSAL FORM

TERMS AND CONDITIONS

REFERENCES

Statement Under Section 287.087, Florida Statutes, On

Preference To Businesses With Drug-Free Workplace
Programs

Public Entity Crimes Statement

NON-COLLUSION AFFIDAVIT

E-VERIFY

CONFLICT OF INTEREST

NOTICE OF AWARD

AGREEMENT

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

Addenda(s)

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

CONTRACTOR,

Empex Productions Ltd – Empex Water Toys

By: 

Name: Wyeth Tracy, President

Signed in Presence of: Contractor

Witness 1 

(Print Name): Valerie Langford

Witness 2 

(Print Name): Geoff Cheesbrough



ATTEST:

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**

a municipal corporation



Drew Whitman , City Manager

City Clerk

By: 

PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT



AQUATIC CENTER KIDS SPLASH POOL PROJECT

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

April 20, 2022

PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH
DRUG-FREE WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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



BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]



PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED
WITH THE BID

1. This sworn statement is submitted to City of Panama

by Wyeth Tracy

For Empex Productions Limited - Empex Watertoys

Whose business address is

50 Innovator Avenue, Unit 12

Stouffville, ON L4A 0Y2 Canada

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): 434 411 708

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

By: EMPEX PRODUCTIONS LTD.

Print name: ^{PER} WYETH TRACY

Its: DIRECTOR, PRESIDENT

Sworn to and subscribed before me this 20 day of APRIL, 2022

Personally known OR Produced identification

Notary Public- State of ONTARIO

My commission expires NEVER
TERESA BRODERICK
[printed, typed, or stamped
Commissioned Name of Notary Public]
LSO 44263E

[END OF PUBLIC ENTITY CRIMES]

PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF Ohio
COUNTY OF Cuyahoga

V. Blazotic, owner
Authorized Signature
Virginia L. Blazotic
Printed Name
owner
Title
Advanced Learning Path
Name of Entity/Corporation

PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 20 day of April, 2022, by

Virginia L. Blazette (name of person whose signature is being notarized) as the owner (title) of _____ (name of corporation/entity), personally known _____, or produced FEI/EIN# Advanced Resurfacing-

south, LLC (type of identification) as identification, and who did did not take an oath.



KATHLEEN E. LASBY
Notary Public, State of Ohio
My Commission Expires
July 25, 2024

Kathleen E. Lasby
Notary Public

Kathleen E. Lasby
Printed Name

My Commission Expires: 07-25-2024
NOTARY SEAL ABOVE

[END OF E-VERIFY FORM]

PCB22-57 ITB AQUATIC CENTER KIDS SPLASH POOL PROJECT

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its agencies or boards and committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

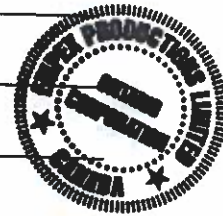
COMPANY: Empex Productions Ltd. - Empex Watertoys

SIGNATURE: 

NAME: Wyeth Tracy

TITLE: President

DATE: April 20, 2022



Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

WYETH TRACY being, first duly sworn, deposes and says that he is THE PRESIDENT of EMPEX PRODUCTIONS LTD., the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
Affiant

Sworn to and subscribed before me this 20 day of APRIL, 2022 in THE PROVINCE OF ONTARIO, CANADA,
TOWN OF RICHMOND HILL.
[Signature]
Notary Public