

RESOLUTION NO. 23-12

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH AAG ELECTRIC MOTORS & PUMPS, INC., JIM HOUSE & ASSOCIATES, AND MORROW WATER TECHNOLOGIES, INC., FOR THE PURCHASE OF PUMPS AND A MIXER FOR THE UTILITIES DEPARTMENT IN THE TOTAL AMOUNT OF \$120,439.00.

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 AAG ELECTRIC MOTORS & PUMPS, INC. relating to the purchase of One (1) pump with Belzona abrasion resistant coating and One (1) submersible mixer for Lift Station 118, in the total amount of Twenty-One Thousand, Six Hundred Twenty-Five Dollars (\$21,625.00), 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 appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and JIM HOUSE & ASSOCIATES relating to the purchase of Two (2) pumps with Belzona abrasion resistant coating for Lift Station 87, in the total amount of Twenty-Seven Thousand, Five Hundred Seventy-Four Dollars (\$27,574.00), in substantially the form **attached** as Exhibit B 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.

3. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and MORROW WATER TECHNOLOGIES, INC., relating to the purchase of and installation of One (1) single-stage vertical pump with Belzona abrasion resistant coating for the Wastewater Treatment Plant, in the total amount of Seventy-One Thousand, Two Hundred Forty Dollars (\$71,240.00), in substantially the form **attached** as Exhibit C 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.

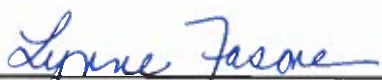
THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13th day of October, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB22-87 ITB PUMPS AND MIXER PURCHASE

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: September 22, 2022.

PCB22-87 Pumps and Mixer Purchase

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the firm fixed unit prices as listed on vehicle for **PCB22-87 ITB Pumps and Mixer Purchase** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish New 10 hp pumps for PCB LS #118	EA	2	\$ <u>8,125.00</u>	\$ <u>16,250.00</u>
2	Furnish New 10 hp pumps for PCB LS #87 See note below:	EA	3	\$ <u>13,720.00</u>	\$ <u>41,160.00</u>
3	Rail Adaptor Couplings (4" Discharge)	EA	5	\$ <u>380.00</u>	\$ <u>1,900.00</u>
4	Belzona Coating – Impeller and Volute (One Pump)	EA	5	\$ <u>1,770.00</u>	\$ <u>8,850.00</u>
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$ <u>11,730.00</u>	\$ <u>11,730.00</u>
6	<u>Furnish and Install</u> New 20 HP Aurora Vertical Single Stage Pump	EA	1	\$ <u>N/A</u>	\$ <u>N/A</u>

See Bid Item No. 2 Above

For LS #87 - Proposed the following:
 FA15.52E+T17.2-4/24KEx - 215mm
 6" Non-Clog Pump
 15.5HP Air Filled, EX rated motor
 230V/3PH/1740RPM


PCB22-87 ITB PUMPS AND MIXER PURCHASE

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. City may choose to purchase quantities less than shown in each bid item.

BIDDER:

AAG Electric Motors & Pumps, Inc.
Name of Business
2340 Industrial Drive
Address
Panama City, Florida 32405
Address

Brian D. Justice 
Name of Bidder 9/22/2022
(850) 763-9386
Phone Number
9/22/2022
Date

[END OF BID PROPOSAL FORM]

PUMPS AND MIXER PURCHASE AGREEMENT

THIS AGREEMENT for PUMPS AND MIXER PURCHASE is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **AAG ELECTRIC MOTOR AND PUMPS, INC.** (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will furnish, deliver and in some instances install the following items, as more particularly described in the Specifications in bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**:

Bid Item	Description	Quantity	Price
1	Pump for LS118	1	\$8,125
4	Belzona abrasion resistant coating	1	\$1,770
5	Submersible Mixer	1	\$11,730
TOTAL			\$21,625.00

If the Vendor 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 Vendor, the Vendor 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 Vendor 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. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. PAYMENT

As compensation for the product contemplated herein and performance rendered by the Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**. The City shall pay to the Vendor required by this Agreement, at the **BID PRICE** contained in the Vendor's cost proposal. The Vendor will invoice for payment to the City when the City takes possession after satisfactory inspection of the pumps and mixer. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of the calendar month.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year.

4. 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 "A."

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.

5. 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.

6. WARRANTY

The Vendor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that 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.

7. 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.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Vendor 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 Vendor 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.

10. 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.

11. ASSIGNMENT

This Agreement is not assignable.

12. 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.

13. 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 Vendor.

14. 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.

15. TERMINATION AND SUSPENSION

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 carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) 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.

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 Vendor. In such event, Vendor 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, Vendor 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. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor 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.

16. NOTICES

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

A. As to City:

City Representative: Jeff Crigler, PE
Title/Position: Assistant Utilities Director
17007 Panama City Beach Pkwy., PCB, FL 32413
Phone:850-233-5100

B. As to Vendor:

Contract Representative: Brian Justice
Title/Position: _____
Email address: brian@aagpumps.com
Mailing address: 2340 Industrial Drive, Panama City, FL 32405
Phone/Cell: 850-763-9386

17. 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
- SCOPE OF WORK /SPECIFICATIONS
- BID PROPOSAL FORM
- 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
- TERMS AND CONDITIONS
- NOTICE OF AWARD
- AGREEMENT
- EXHIBIT A
- [ANY ADDITIONAL EXHIBITS OR APPENDICES)

ADDENDA (S)
No. 1, dated September 16, 2022

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

Signed in the presence of:

**AAG ELECTRIC MOTOR & PUMPS,
INC., VENDOR**

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

THE CITY OF PANAMA CITY BEACH

ATTEST:

By: _____
Drew Whitman , City Manager

Lynne Fasone, City Clerk

PCB22-87 ITB PUMPS AND MIXER PURCHASE

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: Sept. 21,
2022.

PCB22-87 Pumps and Mixer Purchase

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions **pertaining to the product requirements.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm fixed unit prices as listed on vehicle for **PCB22-87 ITB Pumps and Mixer Purchase** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish New 10 hp pumps for PCB LS #118	EA	2	\$ <u>N/B</u>	\$ _____
2	Furnish New 10 hp pumps for PCB LS #87	EA	3	\$ <u>11,537.⁰⁰</u>	\$ <u>34,611.⁰⁰</u>
3	Rail Adaptor Couplings (4" Discharge)	EA	5	\$ <u>800.⁰⁰</u>	\$ <u>4,000.⁰⁰</u>
4	Belzona Coating – Impeller and Volute (One Pump)	EA	5	\$ <u>2,250.⁰⁰</u>	\$ <u>11,250.⁰⁰</u>
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$ <u>N/B</u>	\$ _____
6	<u>Furnish and Install</u> New 20 HP Aurora Vertical Single Stage Pump	EA	1	\$ <u>N/B</u>	\$ _____

PCB22-87 ITB PUMPS AND MIXER PURCHASE

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. City may choose to purchase quantities less than shown in each bid item.

BIDDER:

Jim House + Assoc.
Name of Business

24312 U.S. Hwy 98
Address

Fairhope, AL. 36532
Address

Stenson Biggs
Name of Bidder

251-928-7867
Phone Number

9-21-22
Date

[END OF BID PROPOSAL FORM]

PUMPS AND MIXER PURCHASE AGREEMENT

THIS AGREEMENT for PUMPS AND MIXER PURCHASE is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **JIM HOUSE & ASSOCIATES, INC.** (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will furnish, deliver and in some instances install the following items, as more particularly described in the Specifications in bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**:

Bid Item	Description	Quantity	Price
2	Pump for LS87	2	\$23,074
4	Belzona abrasion resistant coating	2	\$4,500
TOTAL			\$27,574.00

If the Vendor 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 Vendor, the Vendor 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 Vendor 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. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. PAYMENT

As compensation for the product contemplated herein and performance rendered by the Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**. The City shall pay to the Vendor required by this Agreement, at the BID PRICE contained in the Vendor's cost proposal. The Vendor will invoice for payment to the City when the City takes possession after satisfactory inspection of the pumps and mixer. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of the calendar month.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year.

4. 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 "A."

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.

5. 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.

6. WARRANTY

The Vendor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that 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.

7. 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.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Vendor 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 Vendor 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.

10. 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.

11. ASSIGNMENT

This Agreement is not assignable.

12. 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.

13. 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 Vendor.

14. 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.

15. TERMINATION AND SUSPENSION

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 carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) 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.

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 Vendor. In such event, Vendor 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, Vendor 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. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor 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.

16. NOTICES

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

A. As to City:

City Representative: Jeff Crigler, PE
Title/Position: Assistant Utilities Director
17007 Panama City Beach Pkwy., PCB, FL 32413
Phone:850-233-5100

B. As to Vendor:

Contract Representative: Phyllis McAleer
Title/Position: _____
Email address: phyllis@jimhouse.com
Mailing address: 24312 US Hwy 98, Fairhope AL 36532
Phone/Cell: 251-928-7867

17. 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
SCOPE OF WORK /SPECIFICATIONS
BID PROPOSAL FORM
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
TERMS AND CONDITIONS
NOTICE OF AWARD
AGREEMENT
EXHIBIT A
[ANY ADDITIONAL EXHIBITS OR APPENDICES)

ADDENDA (S)
No. 1 , dated September 16, 2022

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

Signed in the presence of:

**JIM HOUSE & ASSOCIATES,
VENDOR**

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

THE CITY OF PANAMA CITY BEACH

ATTEST:

By: _____
Drew Whitman , City Manager

Lynne Fasone, City Clerk

PCB22-87 ITB PUMPS AND MIXER PURCHASE

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: September 22
2022

PCB22-87 Pumps and Mixer Purchase

The Undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the firm fixed unit prices as listed on vehicle for **PCB22-87 ITB Pumps and Mixer Purchase** bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	Furnish New 10 hp pumps for PCB LS #118	EA	2	\$ <u>6,600.⁰⁰</u>	\$ <u>13,200.⁰⁰</u>
2	Furnish New 10 hp pumps for PCB LS #87	EA	3	\$ <u>No Bid</u>	\$ <u>No Bid</u>
3	Rail Adaptor Couplings (4" Discharge)	EA	<u>2</u>	\$ <u>715.⁰⁰</u>	\$ <u>1,430.⁰⁰</u>
4	Belzona Coating - Impeller and Volute (One Pump)	EA	<u>2</u>	\$ <u>1,500.⁰⁰</u>	\$ <u>3,000.⁰⁰</u>
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$ <u>15,295.⁰⁰</u>	\$ <u>15,295.⁰⁰</u>
6	Furnish and Install New 20 HP Aurora Vertical Single Stage Pump	EA	1	\$ <u>69,740.⁰⁰</u>	\$ <u>69,740.⁰⁰</u>

PCB22-87 ITB PUMPS AND MIXER PURCHASE

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. City may award more than one contract based on price, qualifications and/or original equipment manufacturer affiliations.
3. City may choose to purchase quantities less than shown in each bid item.

BIDDER:

MORROW WATER TECHNOLOGIES
Name of Business

7896 Cahaba Valley Rd.
Address

Birmingham, AL 35242
Address

KEVIN HOPE
Name of Bidder

251-295-4844
Phone Number

Date

[END OF BID PROPOSAL FORM]



MORROW
WATER TECHNOLOGIES, INC.

**PCB22-87 ITB PUMPS AND MIXER PURCHASE
Morrow Water Technologies
Pump and Mixer Requirements**

Exceptions

1. Lift Station #118

a. The Shinmaywa pump that will be provided is Insulation Class F

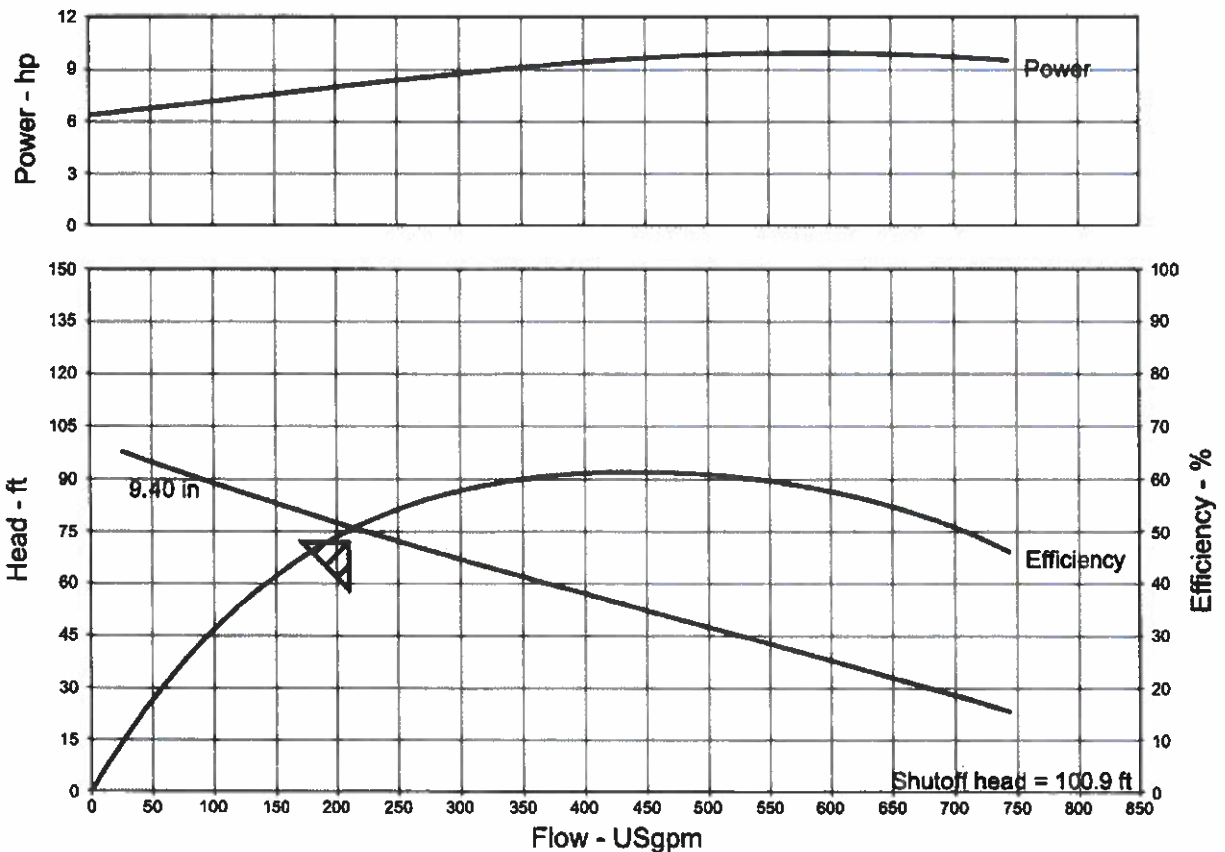
2. Submersible Mixer – Bid Item #5

a. The Shinmaywa mixer that will be provided is Insulation Class F

Technical Specifications of SUBMERSIBLE PUMP

Model: **4CNWX47.5T2E_75-2, 230V**

Pump			
Discharge size	4.00 in	Weight	325.0 lb (excluding cable)
Impeller type	Non-clog scroll, Closed	Impeller number	75-2
Max. solid passage dia.	3.00 in	Handling liquid temp.	32.00 °F to 104.0 °F
Motor			
Type	Ex-proof air-filled submersible induction motor	Rated output	10.00 hp
Number of poles	4	Insulation class	F
Rated voltage	230 V, 3 phase	Starting method	Direct on line
Rated current	30.0 A	Starting current	197.6 A
Power cable	STOW (AWG8 x 4 + AWG16 x 3) x O.D. 1" x Standard length 50ft		
Motor protector	Thermal switches		
Leakage detector	Float type		
Standard Accessories			
Remarks			
Ex-proof for Class I, Division 1, Groups C and D, T3C			
STOW : 600V rated, Thermoplastic insulation/jacket, Oil-resistant jacket, Weather & water resistant cable			
Conditions			
Type of liquid	Water	Liquid temp.	68.00 °F
Flow specified	210.0 USgpm		
Head specified	72.00 ft		
Curve tolerance	ISO9906:2012 3B		



Curve No. Y35290

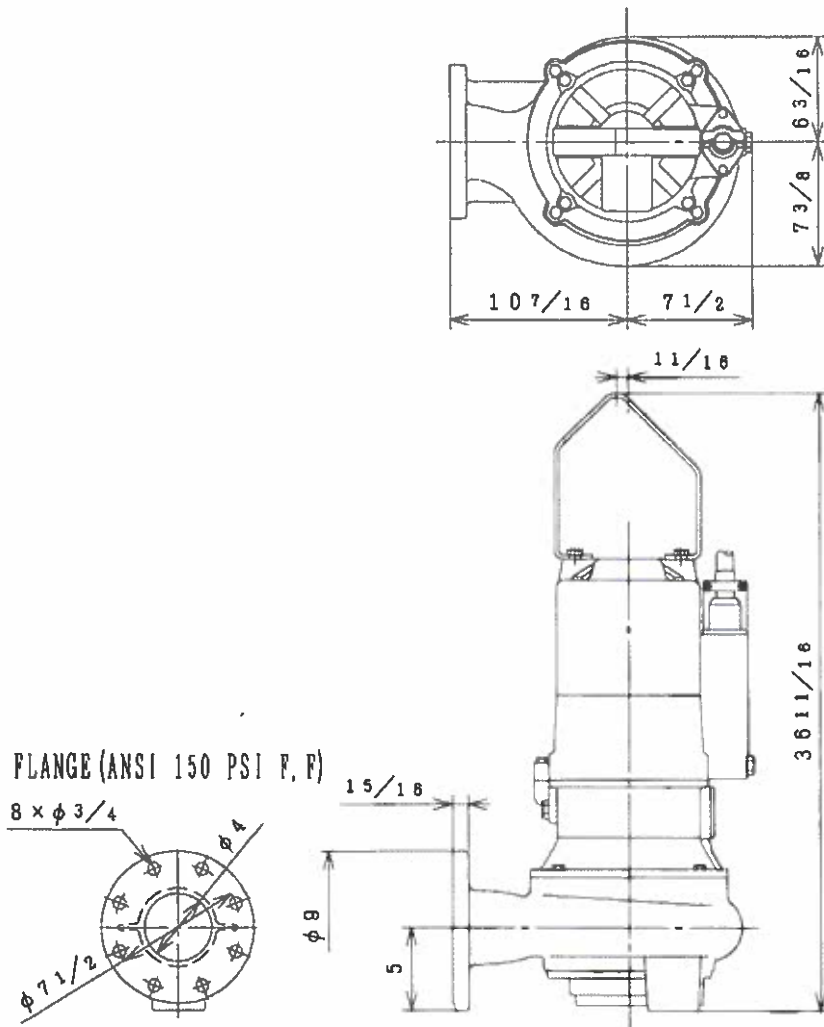
S 60Hz

ShinMaywa

INSTALLATION TYPE	DRAWING NO.
GUIDE RAIL	A408281
STAND ALONE	A408295

MODEL	Impeller No.	RATED POWER (HP)	FREQ.
4CNWX47.5T2E	75-2 (S)	10	60
4CNWX47.5T3E			

UNIT: inch



[Note] Cables are not shown on this drawing.

				TITLE	DWG No.
				PUMP DIMENSION	A408267

KPH

ShinMaywa Industries, Ltd.

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

Motor Data

1. The data listed below are the design values.

[208V]

		2HP (1.5kW)	3HP (2.2kW)	5HP (3.7kW)	7.5HP (5.5kW)	10HP (7.5kW)
Pole		4				
Full Load Current (A)		7.4	10.0	16.3	24.4	31.2
Efficiency (%)	1/2 Load	59.5	63.2	66.3	66.9	70.4
	3/4 Load	66.0	68.5	71.1	72.0	74.9
	1/1 Load	67.0	69.7	72.2	73.3	75.9
Power Factor (%)	1/2 Load	76.9	79.3	78.2	85.4	83.5
	3/4 Load	82.6	85.5	84.5	88.0	87.1
	1/1 Load	85.0	88.1	87.3	88.3	87.9
Start Current (A)		26.5	51.4	96.6	121.7	175.3
Locked-Rotor-Torque (%)		268.7	246.2	297.1	200.9	221.1
Power Cable Size		AWG16	AWG14	AWG12	AWG8	AWG8
Power Cable Length		50ft (15m)				

[230V]

		2HP (1.5kW)	3HP (2.2kW)	5HP (3.7kW)	7.5HP (5.5kW)	10HP (7.5kW)
Pole		4				
Full Load Current (A)		7.0	9.6	15.7	22.0	30.0
Efficiency (%)	1/2 Load	58.9	59.7	64.6	66.8	70.5
	3/4 Load	65.1	66.1	70.5	72.3	75.5
	1/1 Load	67.5	69.0	72.8	74.7	77.3
Power Factor (%)	1/2 Load	71.3	71.6	69.3	81.0	79.0
	3/4 Load	78.6	79.9	78.2	86.0	84.4
	1/1 Load	82.5	84.4	83.0	87.9	86.6
Start Current (A)		30.1	58.0	108.6	137.5	197.6
Locked-Rotor-Torque (%)		337.8	313.0	372.2	255.7	283.0
Power Cable Size		AWG16	AWG14	AWG12	AWG8	AWG8
Power Cable Length		50ft (15m)				

ShinMaywa Submersible Sewage Pump CNWX(Explosion Proof)

Protector

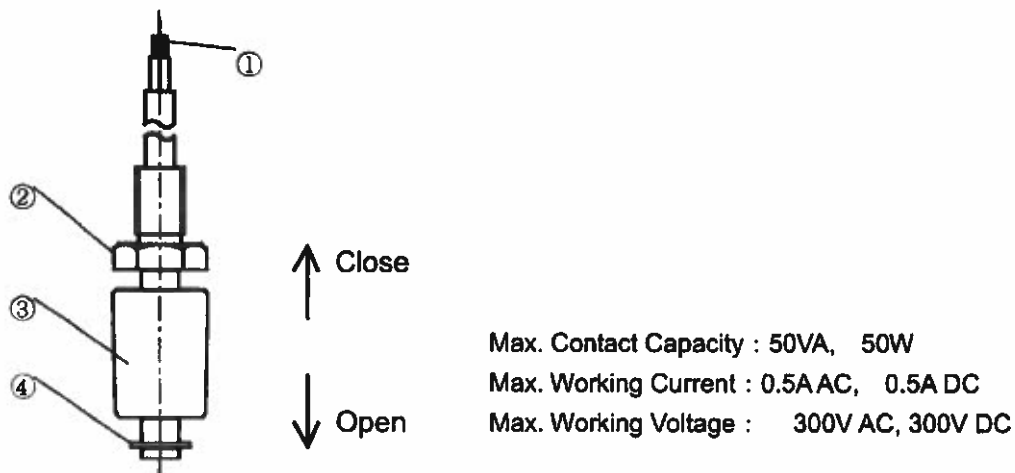
【Thermal Protector】

The motor shall incorporate Miniature Thermal Protectors (MTP) as a standard, which are embedded in the winding.

Output	Protector Model	Type of Contact	Acting Temperature
2HP, 3HP, 5HP, 7.5HP, 10HP	KLIXON 17AM037E5-4	b (Normally Closed)	302° F (150°C)

【Leakage Detector】

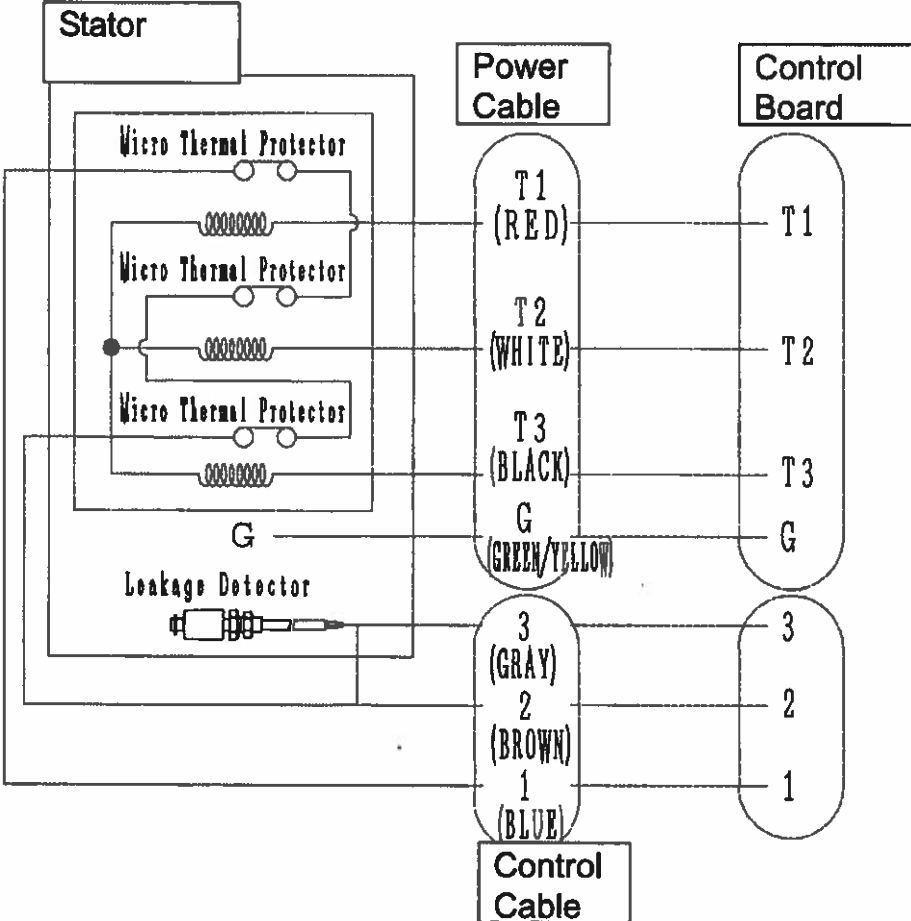
Float type leakage detector provided for mechanical seal failure protection.



No.	PART NAME	MATERIALS
1	LEAD WIRE	0.5mm ² FEP tubing
2	HOUSING	Brass (C3604BD,Nickel plating)
3	FLOAT	Foamed NBR + Phenolic Magnet : Ferrite
4	STOPPER	AISI 316 Stainless Steel

PROTECTOR MODEL	TYPE OF CONTACT
NOHKEN OLV-2B-T	a (Normally Open)

Wiring Diagram

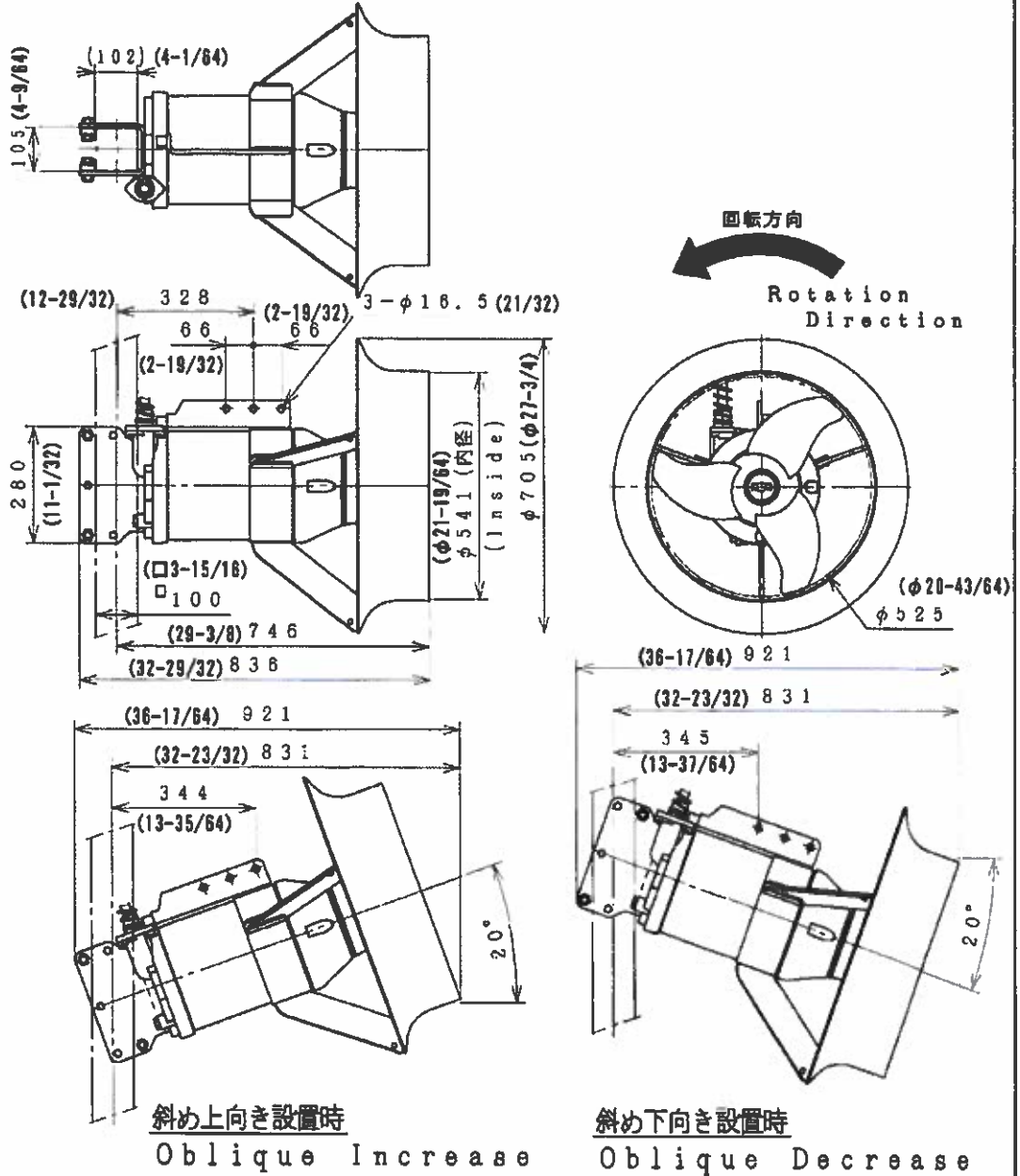


SS

ShinMaywa

御注文主 CUSTOMER	数量 QUANTITY	3	台 SET
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外形寸法図
Dimensional Drawing
SM50A



	製図 DWG	勝見	'18-07-31	名称 TITLE 水中ミキサ 外形寸法図 Submersible Mixer Dimension Drawing	図番 DWG No.	Δ3 AM8498
	検図 JUDG	井谷	'18-07-31			
	承認 APPD	渡部	'18-07-31			

新明和工業株式会社

ShinMaywa Industries, Ltd.

SY

ShinMaywa

御注文主 CUSTOMER		数量 QUANTITY		3	台 SET																																																																																																			
<p>1. SUBMERSIBLE MIXER</p> <table border="1"> <tr> <td>MODEL</td> <td>SM50A</td> <td>GEAR RATIO</td> <td colspan="2">DIRECT</td> </tr> <tr> <td>PROPELLER MATERIAL</td> <td>SUS316L</td> <td>MIXER WEIGHT</td> <td colspan="2">319.7lb (145kg)</td> </tr> <tr> <td>PROPELLER CODE</td> <td>515</td> <td>FLOW</td> <td colspan="2">7000.5usgpm (26.5m3/min)</td> </tr> <tr> <td>PROPELLER DIA</td> <td>20.7inch (525mm)</td> <td>THRUST</td> <td>900</td> <td>N</td> </tr> </table> <p>2. MOTOR</p> <table border="1"> <tr> <td colspan="5">TYPE THREE PHASE SQUIRREL-CAGE INDUCTION MOTOR</td> </tr> <tr> <td>OUTPUT</td> <td>6.7HP (5.0kW)</td> <td>POLES</td> <td>12</td> <td>P</td> </tr> <tr> <td>VOLTAGE</td> <td>460 V</td> <td>FREQUENCY</td> <td>60</td> <td>Hz</td> </tr> <tr> <td>RATED CURRENT</td> <td>15.3 A</td> <td>STARTING CURRENT</td> <td>42</td> <td>A</td> </tr> <tr> <td>INSULATION CLASS</td> <td>E</td> <td>STARTING METHOD</td> <td colspan="2">DIRECT</td> </tr> <tr> <td>PROTECTOR</td> <td colspan="4">MICRO THERMAL PROTECTOR · LEAKAGE DETECTOR (ELECTRODE TYPE)</td> </tr> </table> <p>3. ACCESSORIES</p> <table border="1"> <tr> <td>(1) CABLE</td> <td>2PNCTS</td> <td>50ft (15m)</td> <td colspan="3"></td> </tr> <tr> <td>(POWER)</td> <td>AWG10 (5.5mm²)</td> <td>× 4CORES</td> <td>× DIA</td> <td>φ0.87inch (φ22.0mm)</td> <td>· 1PIECE/UNIT</td> </tr> <tr> <td>(CONTROL)</td> <td>AWG14 (2.0mm²)</td> <td>× 2CORES</td> <td colspan="3"></td> </tr> <tr> <td>(LEAKAGE DETECTOR)</td> <td>AWG14 (2.0mm²)</td> <td>× 1CORES</td> <td colspan="3"></td> </tr> <tr> <td>(SPARE)</td> <td>AWG14 (2.0mm²)</td> <td>× 1CORES</td> <td colspan="3"></td> </tr> <tr> <td>(2) NAME PLATE</td> <td colspan="5">· 1SET/UNIT</td> </tr> <tr> <td>(3) SHACKLE</td> <td colspan="5">· 1SET/UNIT</td> </tr> <tr> <td>(4) CABLE HANGER</td> <td colspan="5">· 1SET/UNIT</td> </tr> </table>							MODEL	SM50A	GEAR RATIO	DIRECT		PROPELLER MATERIAL	SUS316L	MIXER WEIGHT	319.7lb (145kg)		PROPELLER CODE	515	FLOW	7000.5usgpm (26.5m3/min)		PROPELLER DIA	20.7inch (525mm)	THRUST	900	N	TYPE THREE PHASE SQUIRREL-CAGE INDUCTION MOTOR					OUTPUT	6.7HP (5.0kW)	POLES	12	P	VOLTAGE	460 V	FREQUENCY	60	Hz	RATED CURRENT	15.3 A	STARTING CURRENT	42	A	INSULATION CLASS	E	STARTING METHOD	DIRECT		PROTECTOR	MICRO THERMAL PROTECTOR · LEAKAGE DETECTOR (ELECTRODE TYPE)				(1) CABLE	2PNCTS	50ft (15m)				(POWER)	AWG10 (5.5mm ²)	× 4CORES	× DIA	φ0.87inch (φ22.0mm)	· 1PIECE/UNIT	(CONTROL)	AWG14 (2.0mm ²)	× 2CORES				(LEAKAGE DETECTOR)	AWG14 (2.0mm ²)	× 1CORES				(SPARE)	AWG14 (2.0mm ²)	× 1CORES				(2) NAME PLATE	· 1SET/UNIT					(3) SHACKLE	· 1SET/UNIT					(4) CABLE HANGER	· 1SET/UNIT				
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151 7233 00630603 N22	製図 DWG. 検図 JUDG. 承認 APPD.	Y. MUKAINO S. HORIBE K. YAKUSHI	22-06-17 22-06-17 22-06-17	名称 TITLE	SPECIFICATION																																																																																																			
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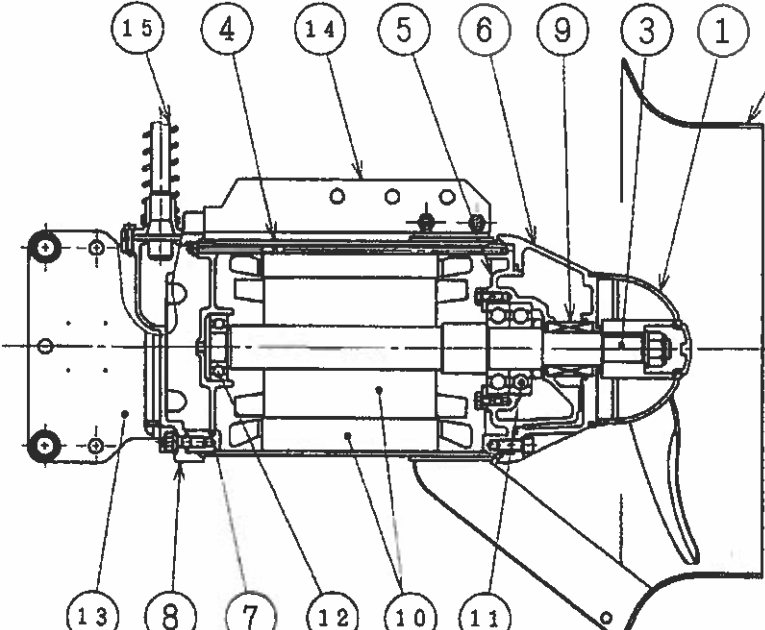
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ShinMaywa Industries, Ltd.

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ShinMaywa

御注文主 CUSTOMER	数量 QUANTITY	3 台 SET																																																
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ShinMaywa Industries, Ltd.

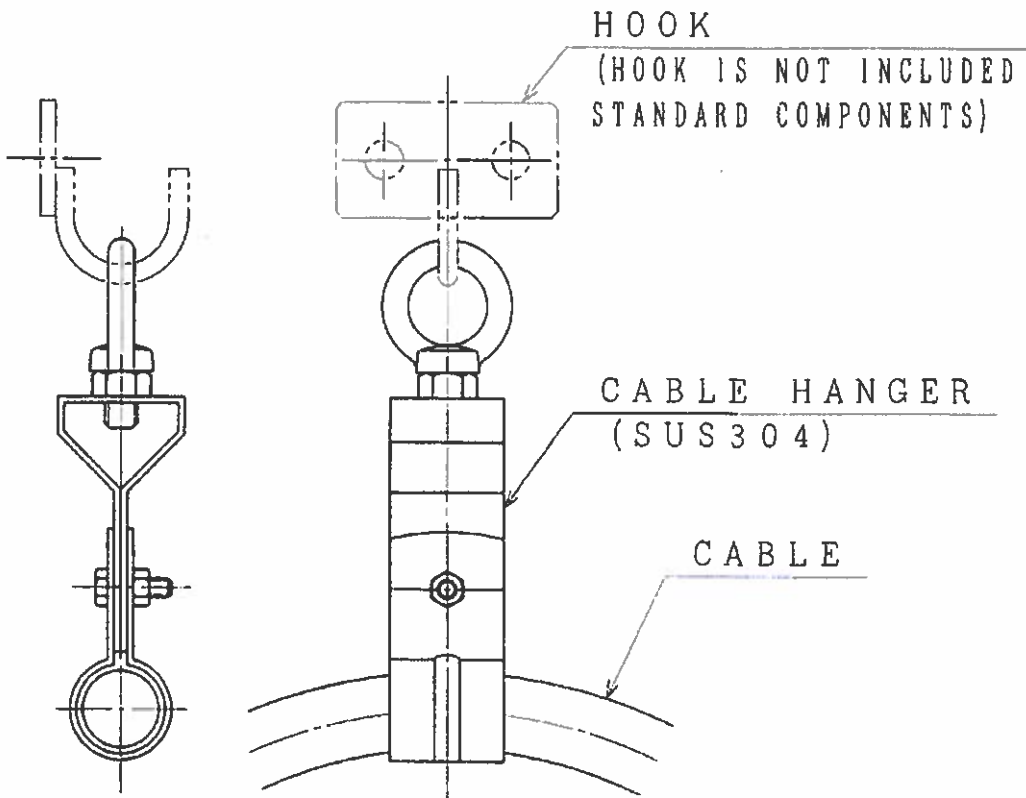
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ShinMaywa

御注文主 CUSTOMER	数量 QUANTITY	3 台 SET
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Ⓔ



CAUTION)
 Hang the hoisting chain and power cable on the hooks respectively giving appropriate tension to them so that they never come into contact with each other.
 If the cable is slack, it will make contact with the chain or wall, or be sucked into the Aerator, causing breakage or machine trouble.

	製図 DWG.	T. MORITA 02-8-7	名称 TITLE CABLE HANGER	番 DWG No.	2 S 3 1 9 8
	検図 JUDG.				
	承認 APPD.	TANAKA 02-8-7			

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ShinMaywa

御注文主 CUSTOMER	数量 QUANTITY	3	台 SET
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PROTECTORS SPECIFICATION

MAX. Voltage AC 250 V

MAX. Current AC 3 A

Capacity AC 600 VA

Contact Normally closed
 (Automatically Reverse)

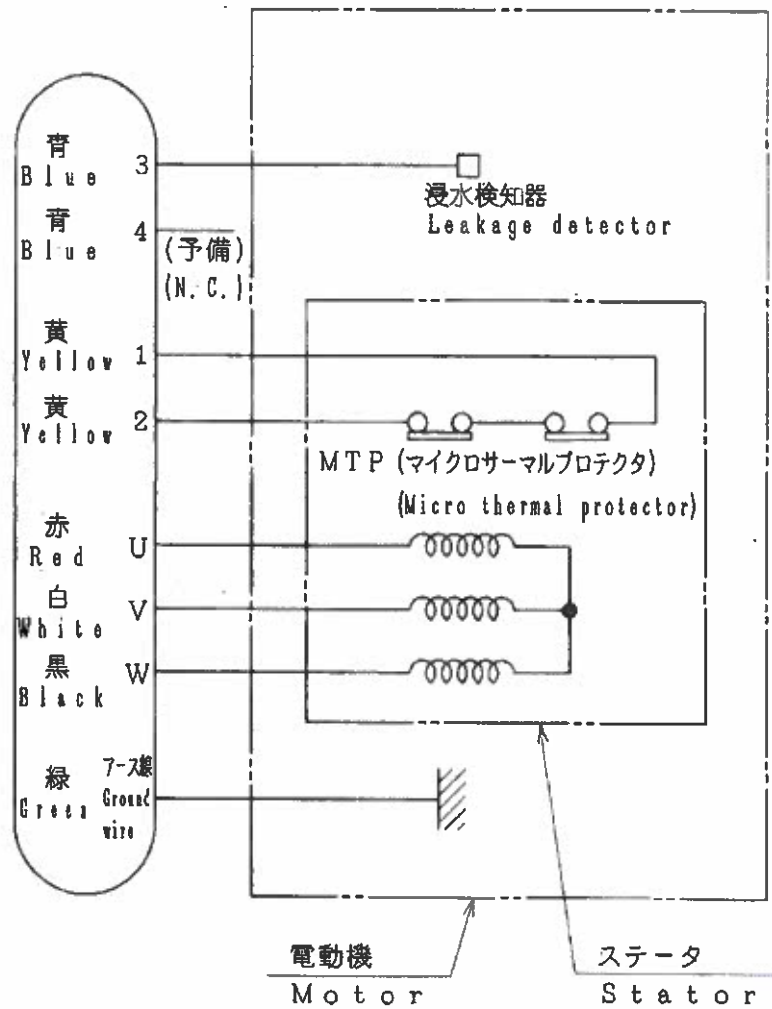
	製図 DWG.	K. Okada	03.5.8	名 称 TITLE PROTECTORS SPECIFICATION	図 番 DWG No. 2 S 4 8 8 1
	検 査 JUDG.	W. Tanaka	03.5.12		
	承認 APPD.	T. Kishimoto	03.5.12		

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ShinMaywa Industries, Ltd.

御注文主 CUSTOMER	数量 QUANTITY	3	台 SET
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内部結線図
Wiring



製図 DWG	古賀	'15.12.28	名称 TITLE	内部結線図 Wiring	図番 DWG No. AM8503
検図 JUDG	松岡	'15.12.28			
承認 APPD.	渡部	'15.12.28			

△英文併記

新明和工業株式会社

ShinMaywa Industries, Ltd.



Customer : Panama City Beach
Utilities
Project name : PCB22-87 ITB

Pump Performance Datasheet
Encompass 2.0 - 22.3.0

Item number	: 004	Size	: 610 - 10x10x15
Service	:	Stages	: 1
Quantity	: 1	Based on curve number	: 16-10x10x15-700
Quote number	: SH220906 PCB	Date last saved	: 20 Sep 2022 9:33 AM

Operating Conditions

Flow, rated	: 2,600.0 USgpm
Head, rated (requested)	: 20.00 ft
Head, rated (actual)	: 20.08 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed	: 700 rpm
Impeller dia.	: 13.19 in
Impeller diameter, maximum	: 15.00 in
Impeller diameter, minimum	: 11.00 in
Efficiency	: 80.28 %
NPSH required / margin required	: 11.78 / 0.00 ft
nq (imp. eye flow) / S (imp. eye flow)	: 60 / 115 Metric units
Minimum Continuous Stable Flow	: 674.7 USgpm
Head max.	: 26.96 ft
Head rise to shutoff	: 34.19 %
Flow, best eff. point	: 2,610.1 USgpm
Flow ratio, rated / BEP	: 99.61 %
Diameter ratio (rated / max)	: 87.92 %
Head ratio (rated dia / max dia)	: 69.32 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids size limit	: 4.00 in
Solids concentration, by volume	: 0.00 %
Temperature	: 68.00 deg F
Fluid density	: 1.000 / 1.000 SG
Viscosity	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

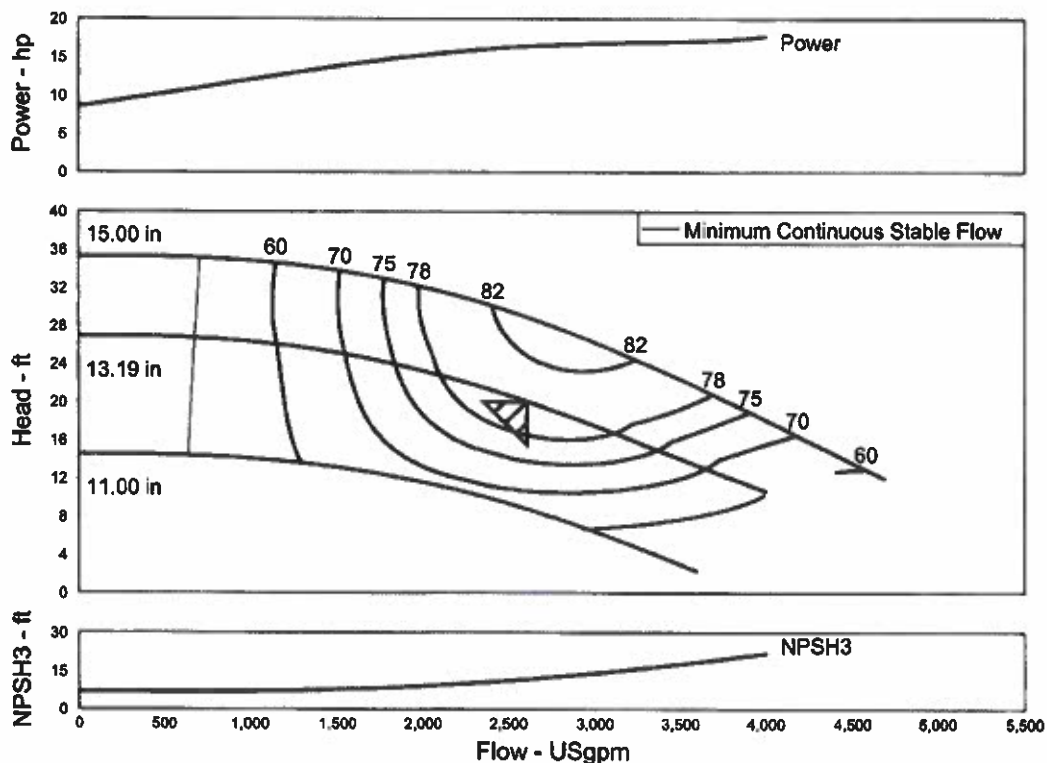
Material selected	: Standard
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Pressure Data

Maximum working pressure	: 11.67 psi.g
Maximum allowable working pressure	: 100.0 psi.g
Maximum allowable suction pressure	: 100.0 psi.g
Hydrostatic test pressure	: N/A

Driver & Power Data (@Max density)

Driver sizing specification	: Max Power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 13.18 hp
Power, rated	: 16.42 hp
Power, maximum	: 17.73 hp
Motor rating	: 20.00 hp / 14.91 kW



MORROW WATER TECHNOLOGIES
7440 CAHABA VALLEY ROAD
BIRMINGHAM, AL 35242

PHONE: 205-408-6680 · FAX:

General Arrangement Drawing

Pump Data	
Series	810
Model	613A
Discharge Size	10.00 in
Suction Size	10.00 in
Flow	2600
Head	20
RPM	700 RPM
Rotation	Right
Pump Paint	Standard blue
Liquid Type	Water
Case Bore	15.00 in
Temperature Rating	20
Connection	Standard
Baseplate	Not Required
Coupling	Woods Coupling

Motor Data	
Power	20.00 hp
Phase	0
Efficiency (%)	0
Efficiency Rating	
Volts	
RPM	0
Manufacturer	

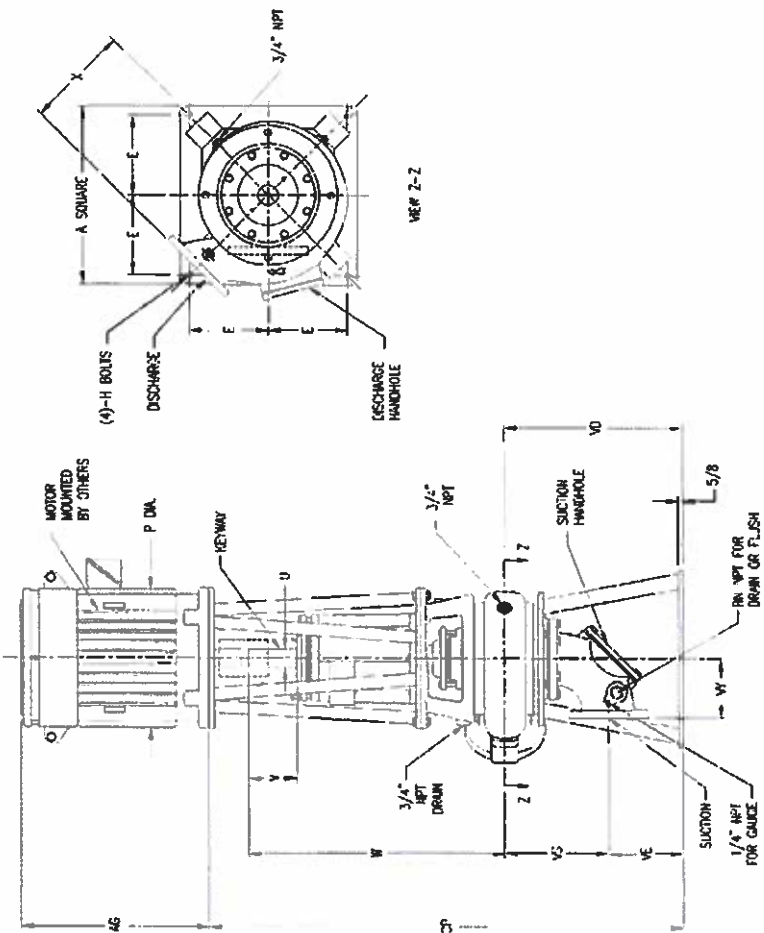
Pump Material Data	
Pump Material	Standard Fitted
Casing	Cast Iron ASTM A48
Impeller	Cast Iron ASTM A48
Shaft	316 Stainless Steel
Sleeve	Bronze ASTM B62
Glands	AL, ASTM A356-T6
PowerFrame	Cast Iron ASTM A48
Bearing Covers	Cast Iron ASTM A48
Seal Type	MechSeal
Seal Material	
Lantern Ring	Glass Filled Teflon

Estimated Weights	
Pump	1,750.0 lb
Coupling	27.00 lb
Driver	0.00 lb
Total	1,777.0 lb

Additional Options	
Split packing box	

Certification Connect	
Customer	Panama City Beach Utilities
Customer Quote #	1762112
Job Name	PCB22-87 ITB
Market	Municipal

Quote Item #	004
Quote Date	21 Sep 2022



A	BN	E	H	VY	W	X	CP	VD	VE	VS	P	AG	U	V	Key (L, G)
30.00	1.50	13.75	0.75	11.00	34.81	20.00	73.31	32.94	11.88	21.08	21.00	25.00	2.38	6.38	4.00

Key (WD)	0.63	Handhole Discharge	5"x7"	Handhole Suction	6.00
Key (DP)	0.31				

NOTES:
 All dimensions are in inches.
 Dimensions shown may vary ± 0.5" (13mm) due to normal manufacturing tolerances.
 Not for construction, installation, or application purposes unless certified.
 Two 0.5" (13mm) NPT connections 180 degrees apart on the stuffing box for lubrication purposes are furnished as standard.
 Conduit box is shown in approximate location. Dimensions are not specified as they may vary with each motor manufacturer.
 AG and P dimensions of motor will vary based on make and style of motor. Dimensions shown reflect Aurora standard motors.
 See individual motor supplier dimensional data sheets for your application.

PCB22-87 ITB PUMPS AND MIXER PURCHASE

**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]

PCB22-87 ITB PUMPS AND MIXER PURCHASE

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 City Beach
by Kevin Hope

For MORROW WATER TECHNOLOGIES

Whose business address is

2480 Cahaba Valley Rd.
Birmingham, AL 35242

_____ 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): _____

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.

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

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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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB22-87 ITB PUMPS AND MIXER PURCHASE

By: [Signature]

Print name: KEVIN HOPE

Its: Branch Mgr

Sworn to and subscribed before me this 22 day of September, 2022

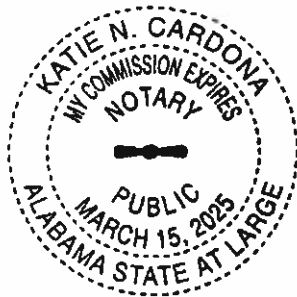
Personally known _____ OR Produced identification Alabama License

Notary Public- State of Alabama

My commission expires 03/15/25

Katie N. Cardona

[printed, typed, or stamped
Commissioned Name of Notary Public]



[END OF PUBLIC ENTITY CRIMES]

PCB22-87 ITB PUMPS AND MIXER PURCHASE

CITY OF PANAMA CITY BEACH

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, VENDORS 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 Vendor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Vendor and its Subcontractor are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Vendor 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 Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Vendor 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 Vendor or its Subcontractor 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 Vendor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Vendor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF Alabama
COUNTY OF Mobile

[Signature]
Authorized Signature

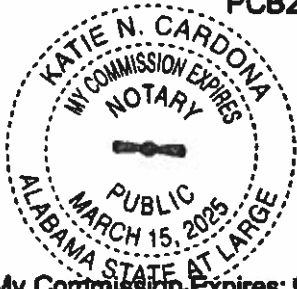
KEVIN HOPE
Printed Name

BRANCH MGR
Title

Morrow Water Technologies
Name of Entity/Corporation

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 22 day of September 2022, by Kevin Hope (name of person whose signature is being notarized) as the Branch manager (title) of Mwt (name of corporation/entity), personally known _____, or produced Alabama Drivers license (type of identification) as identification, and who did/did not take an oath.

PCB22-87 ITB PUMPS AND MIXER PURCHASE



My Commission Expires: March 15, 2025
NOTARY SEAL ABOVE

Katie N. Cardona
Notary Public
Katie N. Cardona
Printed Name

[END OF E-VERIFY FORM]



Company ID Number: 519567

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Morrow Water Technologies, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

- employee is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

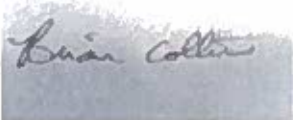
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Brian Collins	Vice-President
Signature	Date
	9/21/22
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Morrow Water Technologies, Inc.
Company Facility Address:	7440 Cahaba Valley Road Birmingham, AL 35242
Company Alternate Address:	
County or Parish:	Shelby

Page 12 of 13 E-Verify MOU for Web Services Employers | Revision Date 08/01/13

Employer Identification Number:	63-102183
North American Industry Classification Systems Code:	333
Parent Company:	Brownlee-Morrow Enterprises, Inc.
Number of Employees:	20-99
Number of Sites Verified for:	2
Are you verifying for more than one site? Yes If yes, please provide the number of sites verified for in each State:	
State	Number of sites
AL	2--Birmingham and Theodore

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Chris Hay, President
Telephone Number:	205-408-6677
Fax Number:	205-408-6690
E-mail Address:	chay@morrowwater.com

Name:	Brian Collins, Vice-President
Telephone Number:	205-408-6684
Fax Number:	205-408-6690
E-mail Address:	bcollins@morrowwater.com

PCB22-87 ITB PUMPS AND MIXER PURCHASE

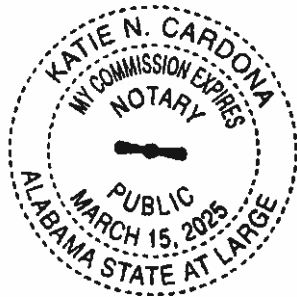
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF Bay)

Kevin Hope being, first duly sworn, deposes and says that he is Branch Manager of Morran Water Technologies the party making the foregoing Proposal or Bid; that such Bid and any subsequent award 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 22 day of September, 2022.



Katie N. Cardona
Notary Public
Katie Cardona

Printed Name

PCB22-87 ITB PUMPS AND MIXER PURCHASE

CONFLICT OF INTEREST STATEMENT

Check one:

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

or

The undersigned Bidder, 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 Bidder who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Bidder 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 Bidder, 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: MORROW WATER TECHNOLOGIES

SIGNATURE: [Signature]

NAME: Kevin Hope

TITLE: Branch Manager

DATE: 9/22/2022

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.

PUMPS AND MIXER PURCHASE AGREEMENT

THIS AGREEMENT for PUMPS AND MIXER PURCHASE is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **MORROW WATER TECHNOLOGIES, INC.** (Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will furnish, deliver and in some instances install the following items, as more particularly described in the Specifications in bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**:

Bid Item	Description	Quantity	Price
4	Belzona abrasion resistant coating	1	\$1,500
6	Single Stage Vertical Pump	1	\$69,740
TOTAL			\$71,240.00

If the Vendor 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 Vendor, the Vendor 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 Vendor 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. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. PAYMENT

As compensation for the product contemplated herein and performance rendered by the Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on bid # **PCB22-87 ITB PUMPS AND MIXER PURCHASE**. The City shall pay to the Vendor required by this Agreement, at the **BID PRICE** contained in the Vendor's cost proposal. The Vendor will invoice for payment to the City when the City takes possession after satisfactory inspection of the pumps and mixer. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of the calendar month.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award with the prices good for a period of one (1) year.

4. 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 "A."

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.

5. 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.

6. WARRANTY

The Vendor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that 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.

7. 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.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Vendor 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 Vendor 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.

10. 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.

11. ASSIGNMENT

This Agreement is not assignable.

12. 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.

13. 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 Vendor.

14. 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.

15. TERMINATION AND SUSPENSION

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 carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) 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.

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 Vendor. In such event, Vendor 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, Vendor 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. Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Vendor 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.

16. NOTICES

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

A. As to City:

City Representative: Jeff Crigler, PE

Title/Position: Assistant Utilities Director

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone:850-233-5100

B. As to Vendor:

Contract Representative: Kevin Hope

Title/Position: _____

Email address: khope@morrowwater.com

Mailing address:

Phone/Cell: 251-295-4844

17. 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
SCOPE OF WORK /SPECIFICATIONS
BID PROPOSAL FORM
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
TERMS AND CONDITIONS
NOTICE OF AWARD
AGREEMENT
EXHIBIT A
[ANY ADDITIONAL EXHIBITS OR APPENDICES)

ADDENDA (S)
No. 1, dated September 16, 2022

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

Signed in the presence of:

**MORROW WATER TECHNOLOGIES
INC., VENDOR**

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

THE CITY OF PANAMA CITY BEACH

ATTEST:

By: _____

Drew Whitman , City Manager

Lynne Fasone, City Clerk

PCB22-87 BID TABULATION PER ITEM

Item #	Description	Unit	Quantity	Brown Lee Morrow		Brown Lee Morrow		Jim House & Associates		AAG	
				Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount
1	Furnish New 10 hp pumps for Lift Station #118	EA	2	\$6,600.00	\$13,200.00	NO BID	NO BID	NO BID	NO BID	\$8,125.00	\$16,250.00
2	Furnish New 10 hp pumps for Lift Station #87	EA	3	NO BID	NO BID	\$11,537.00	\$34,611.00	\$34,611.00	\$34,611.00	\$13,720.00	\$41,160.00
3	Rail Adaptor Couplings (4" Discharge)	EA	5	\$715.00	\$1,430.00	\$900.00	\$4,000.00	\$4,000.00	\$4,000.00	\$380.00	\$1,900.00
4	Belzona Coating - Impeller and Volute (One Pump)	EA	5	\$1,500.00	\$300.00	\$2,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$1,770.00	\$8,850.00
5	Furnish New 6.2 HP Wilo Submersible Mixer	EA	1	\$15,295.00	\$15,295.00	NO BID	NO BID	NO BID	NO BID	\$11,730.00	\$11,730.00
6	FURNISH & INSTALL - New 20 HP Aurora Vertical Single Stage Pump	EA	1	\$69,740.00	\$69,740.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

Brown Lee Morrow changed the bid quantity on the Couplings and coating to 2.