



**BOARD OF COUNTY  
COMMISSIONERS**

WWW.BAYCOUNTYFL.GOV

840 WEST 11<sup>TH</sup> STREET  
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM  
DISTRICT I

ROBERT CARROLL  
DISTRICT II

WILLIAM T. DOZIER  
DISTRICT III

DOUGLAS MOORE  
DISTRICT IV

PHILIP "GRIFF" GRIFFITS  
DISTRICT V

ROBERT J. MAJKA  
COUNTY MANAGER

**PURCHASING DEPARTMENT**

840 West 11<sup>th</sup> Street  
Panama City, Florida 32401  
Telephone: (850) 248-8270  
Fax: (850) 248-8276

July 28, 2021

Prospective Respondents

**RE: Addendum #1 21-53 Utility Services Diving Services**

Please accept this as Addendum No. 1 for the above referenced solicitation. The following questions have been received. The County's answers follow in **bold**.

1. Can you please provide the last inspection report for:
  - The drawdown structure
  - Drawdown Structure Fish Fence
  - Dam Inspection
  - Williams Bayou Inspection
  - Water Plant Tank & Basin Inspections
  - St. Andrews Bay Pipeline Inspection

**See attached inspection report**
2. Can you please provide the /frequency / material type/and quantity of material removed for the previous 2 cleanings /dredging for:
  - The drawdown structure
  - Drawdown structure fish fence
  - Drawdown structure weed removal
  - Williams Bayou Debris removal / fence cleaning
  - Econfina Inside dredging
  - Econfina Outside dredging

**Removal of grass and weeds is performed as needed. Amount of material removed is variable therefore specific amounts are not available.**

3. Can you give the address of the Econfina pump station? **Pump Station is located at 11200 Enfinger Road, Panama City, FL 32409**
4. Can we visit the work locations and would a representative be able to show us the sites? **Site visits may be arranged by contacting No questions will be answered at site visits. All questions shall be in writing to the Purchasing Department at [purchasing@baycountyfl.gov](mailto:purchasing@baycountyfl.gov) or fax (850) 248-8276**
5. Are we to bid the line items based on the assumption that the tasks will not be combined? **Services are requested to be performed at the same time during the annual drawdown of the Deer Point Dam structure.**

6. What firm was previously awarded this contract? **EXND Diving & Marine Services, LLC**

2) What was the previous amount this contract was awarded for? (Please include the bid form / price sheet for the previously awarded contract). **See attached contract**

3) How many firms does the County anticipate awarding this contract to? **One**

4) Can any of the previous reports, pertaining to this contract, be shared for reference purposes? **See attached inspection report.**

5) How many times were emergency dive services requested during the term of the previous contract? **Emergency services have been requested four (4) times in the last four years.**

All respondents shall acknowledge receipt of this addendum by signing and submitting, with their submittal, the addendum acknowledgement form included in the ITB package.

Regards,



Karen Grindle  
Chief Procurement Officer



Inspection of  
Deer Park Dam  
Deer Park Draw Down Structure  
Williams Bayou Pump Station

2019/2020



DIVING & MARINE SERVICES, LLC

Deer Park Dam

2019/2020



DIVING & MARINE SERVICES, LLC

**EXND Diving & Marine Services, LLC.**

**Frank Lasch Jr. President**

**113 Bailey Dr. Suite 4**

**Niceville, FL 32578**

**(850) 279-3290 Office**

**(910) 545-8250 Cell**

**[frank@exnndiving.com](mailto:frank@exnndiving.com)**

**February 29, 2020**

**To: Utility Services Department**

**Subject: Underwater Inspection, Deer Park Dam**

Mr. Gibbs,

EXND Diving & Marine Services, LLC conducted inspections at Deer Park Dam.

**Deer Park Dam;**

We conducted dam inspections for 2019/2020. Average water depth, while water levels were at draw down stages were from 8- 10 feet. There were no visible deformations on the sheet pile the entire length of the dam. We uncovered a few extra pieces of mounting hardware for the overflow grates, which were pulled from the water and removed a small tree trunk from the west end. We noticed that the sheet pile cap in various locations has some cosmetic deficiencies; in which can be repaired with an epoxy compound to patch and seal up. The cap shows signs of aggregate and honeycombing throughout the entire cap. We did notice a few areas out of the water on the cap that had exposed rebar. These areas need to be preserved to prevent additional damage.

Our inspection of the dam bay side has shown an increase of holes and deterioration. While conducting inspection of sheet pile we noticed various holes and splits in the sheet pile (These are noted in the inspection booklet) the wall appeared to be in good condition and a majority of the wall in in between the high and low of the tidal zone, making this area the most critical for wear and deterioration. As noted, in the drawings there are many holes that go from 1/4" in depth to 13" in depth. Some of these penetrations have concrete behind them and some are open. This appears to be the original dam that was built.

Over all inspection revealed the dam to be in great condition, no undermining found. There were some pieces of missing hardware on the overflow wooden gates that will need some attention; which are indicated by Red Dot = Missing Hardware.

Best Regards,

A handwritten signature in dark ink, appearing to read 'F. Lasch Jr.', with a long horizontal flourish extending to the right.

Frank E. Lasch Jr., President



EXND DIVING & MARINE SERVICES

UNDERWATER INSPECTION

RECORD

Structure: Deer Park Dam

Waterway: \_\_\_\_\_

GPS Coordinates: N/A

Date of Inspection: January 21, 2020

Supervisor: Frank Lasch Jr.

Inspector/Tender: John Oxnard,  
Andrew Preston

Notetaker: Frank Lasch Jr.

## EMERGENCY INFORMATION

Dive Site Location: Deer Park Dam  
Decompression Chamber Location: Mobile, AL Phone No.: 251-460-5259  
Hospital Location: Bag Medical Phone No.: \_\_\_\_\_  
Physician Location: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Transportation: 911

Nearest Rescue Center (Coast Guard, Fire Dept., etc.)

Location: PC USCG Phone No.: \_\_\_\_\_

NATIONAL DIVING ACCIDENT NETWORK:  
Duke University Medical Center

U.S. Navy Experimental Diving Unit  
Emergency Assistance (919) 684-8111  
Panama City, Florida

Duty Phone (850) 230-3100

Be Ready With: Name of Patient, Location of Incident, Nature of Injury.

If You Receive a Busy Signal, Call the Operator and State That This is a Life or Death Situation.  
Request That the Circuit Be Broken.

## PRELIVE OPERATIONS CHECKLIST AND BRIEFING RECORD

	Day 1	Day 2
<b>1. Conduct Briefing:</b>		
a. Describe Task and Assignments	<u>✓</u>	<u>      </u>
b. Check Health of Divers	<u>✓</u>	<u>      </u>
c. Review Safety Procedures, Including Line Pull and Hand Signals	<u>      </u>	<u>✓</u>
d. Describe Any Modifications to Standard Operating Procedures	<u>✓</u>	<u>      </u>
e. Review Job Hazard Analysis	<u>✓</u>	<u>      </u>
f. Safe Practices Manual on Hand	<u>✓</u>	<u>      </u>
<b>2. First Aid Kit</b>		
a. Approved Kit on Site	<u>✓</u>	<u>      </u>
b. First Aid Book	<u>✓</u>	<u>      </u>
c. Bag Type Resuscitator	<u>✓</u>	<u>      </u>
d. Emergency Aid List w/ Phone Numbers	<u>✓</u>	<u>      </u>
e. Cell Phone and Marine Radio	<u>✓</u>	<u>      </u>
<b>3. Time Keeping Device</b>		
a. Wrist Watch or Other	<u>✓</u>	<u>      </u>
<b>4. Inspection Equipment</b>	<u>✓</u>	<u>      </u>
<b>5. Notice to Mariners</b>	<u>✓</u>	<u>      </u>

Completed By:   
 (Dive Supervisor)

Time: 9:15 AM  
 Date: 1-21-20

(INITIAL ALL SPACES DURING REVIEW)

## POSTDIVE OPERATIONS CHECKLIST AND BRIEFING RECORD

Date: Jan 21, 2020

Day 1

Day 2

1. Check Condition of All Divers

✓

2. Check Health of All Divers

✓

3. Advise Divers of Location of Nearest Decompression Chamber Which is Ready for Use

✓

4. Alert Divers of Hazards of Flying After Diving, If Applicable

✓

5. Dive Logs are filled out

✓

Completed By: 79PL

(Dive Supervisor)

Time: \_\_\_\_\_

Date: 1-21-2020

(INITIAL ALL SPACES DURING REVIEW)

OX LS 1348

RS 1453

D 9+1=10'

Remarks: (Include Any Injuries or Accidents, Descriptions of Decompression Sickness Symptoms, Treatments and Results):

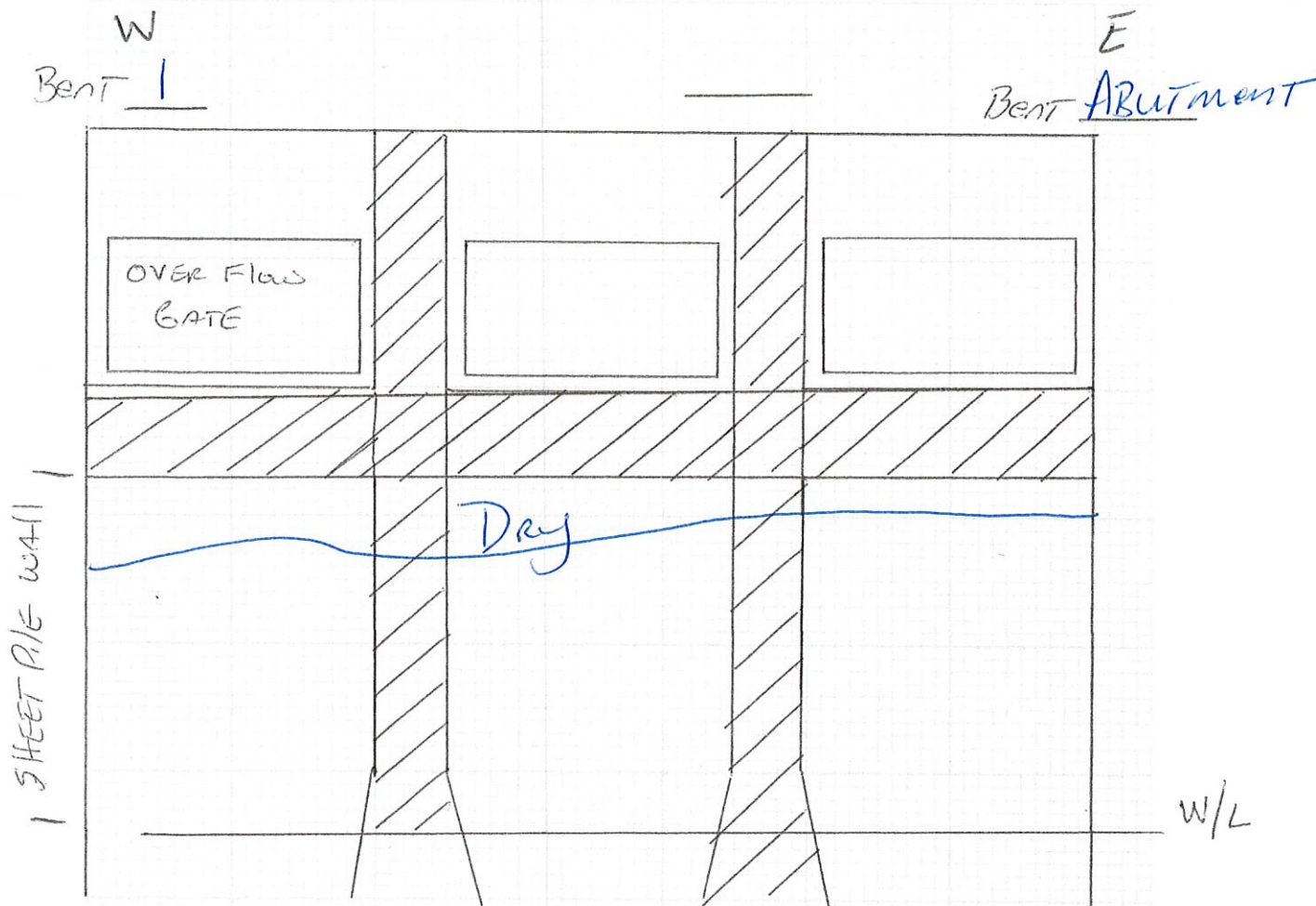
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TO BE RETAINED FOR 3 YEAR, 5 YEARS IF DECOMPRESSION SICKNESS INCIDENT IS INVOLVED.

**PLAN** : Sketch a Plan of the Structure/Bridge SSU's Showing Shorelines. Indicate Piers Out of Water and Not Inspected. (Take Measurements as Necessary)

Bridge Name (Road/River, Milepost/River, etc.) \_\_\_\_\_

Bridge No. \_\_\_\_\_



**Checklist:**

\_\_\_\_ North Arrow  
 \_\_\_\_ SSU's Numbered  
 \_\_\_\_ Waterline Elev. Noted

\_\_\_\_ Sounding Lines  
 \_\_\_\_ Cond. of Banks Noted  
 \_\_\_\_ Islands, Dams, etc. Shown

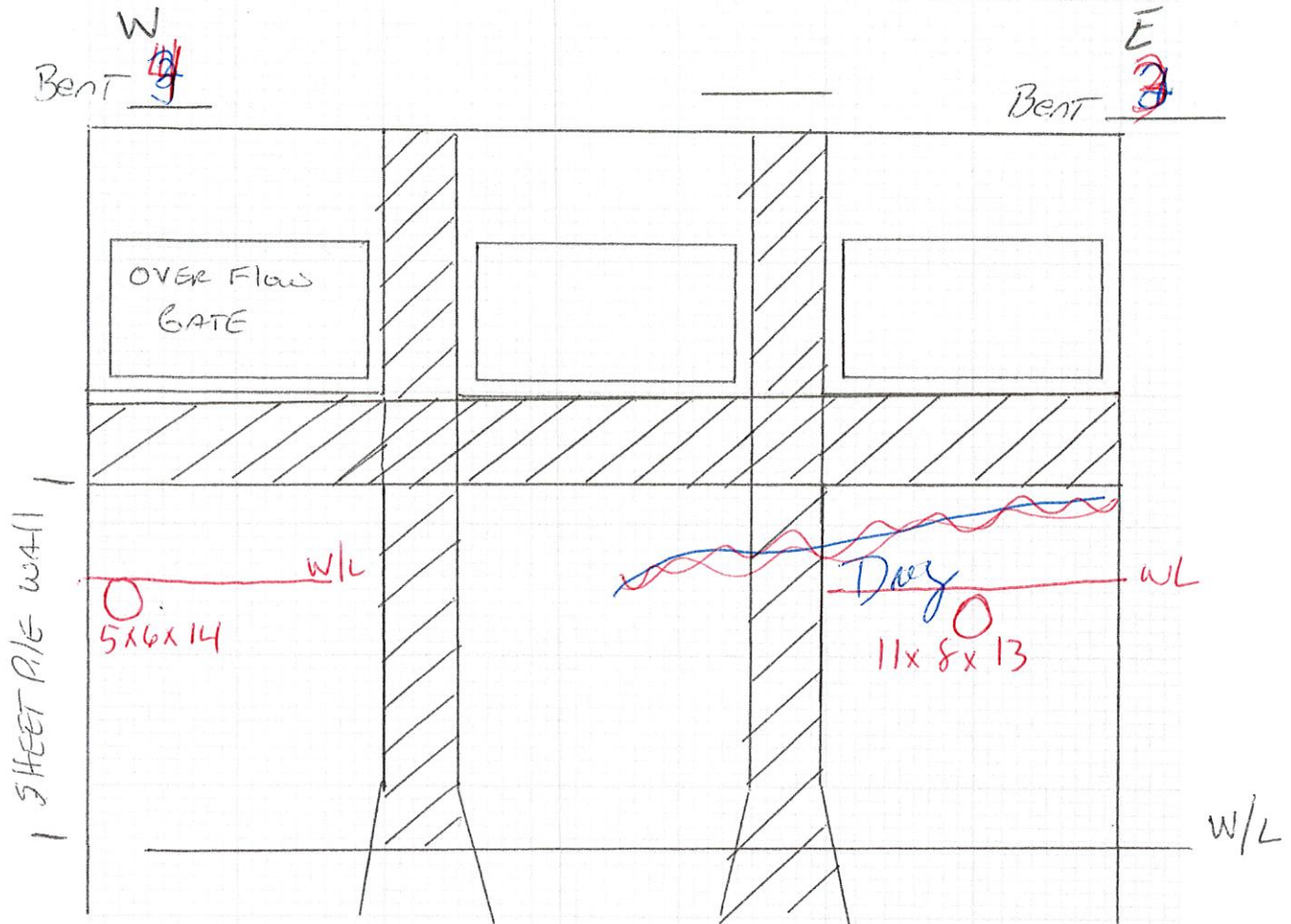
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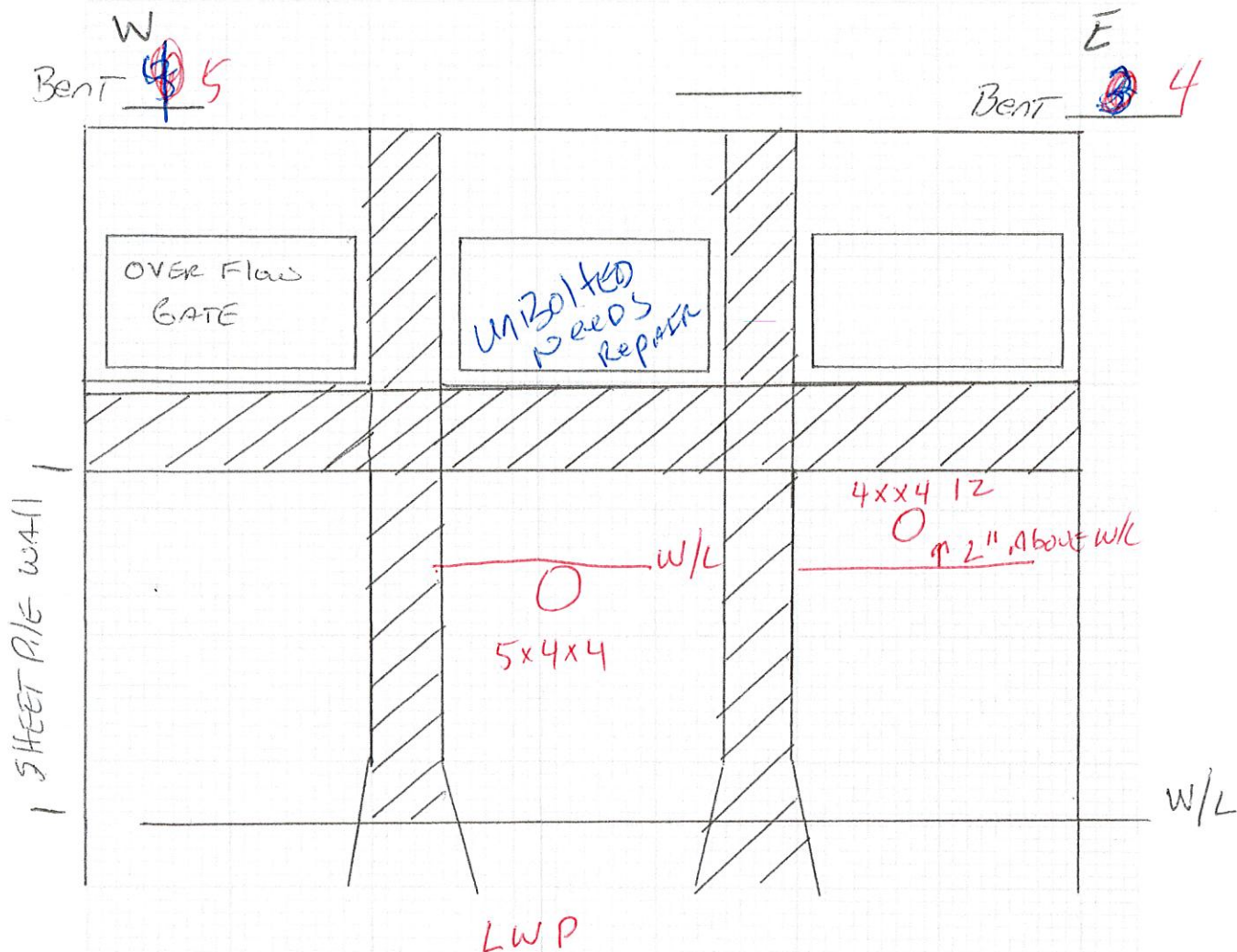
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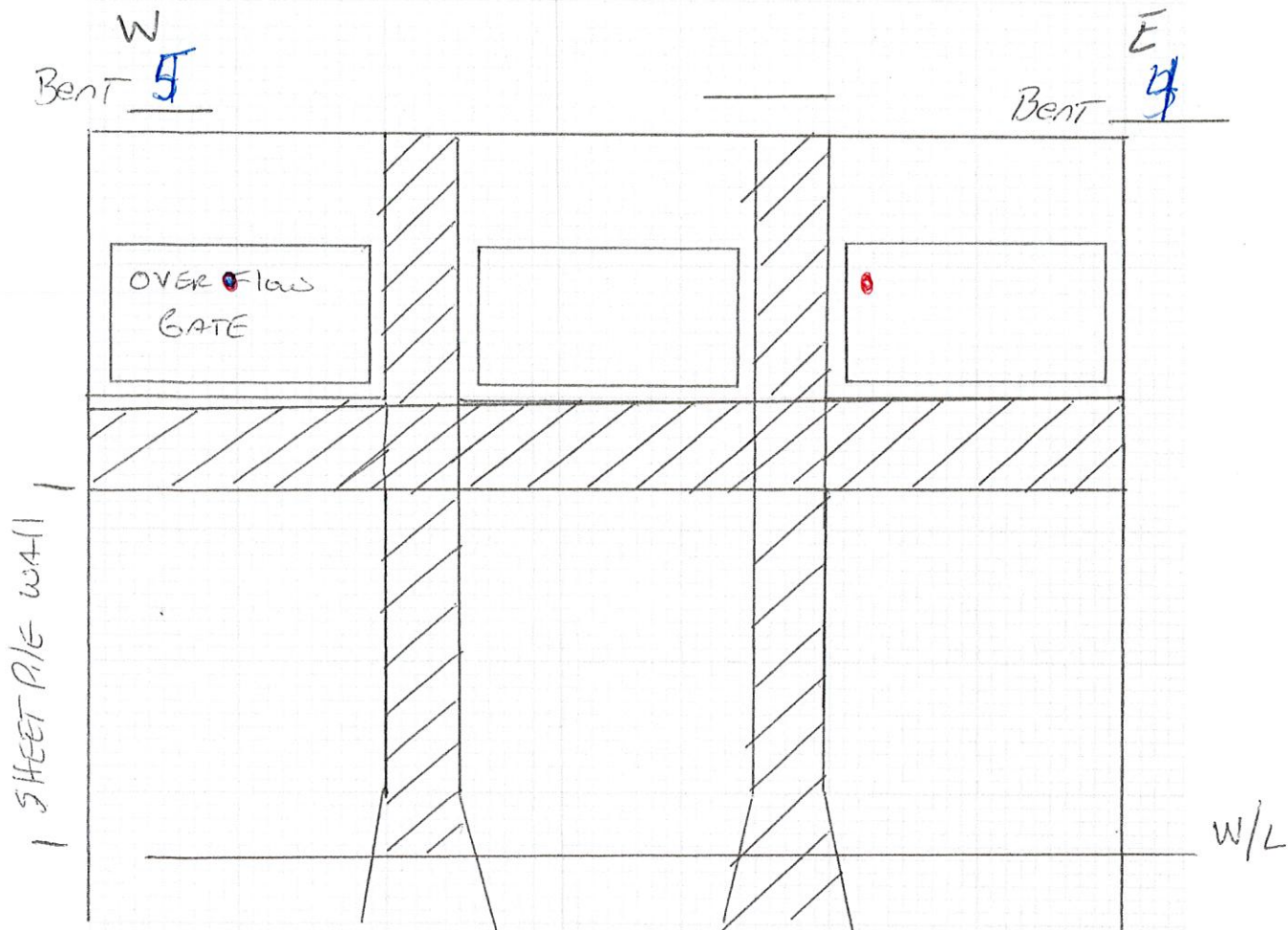
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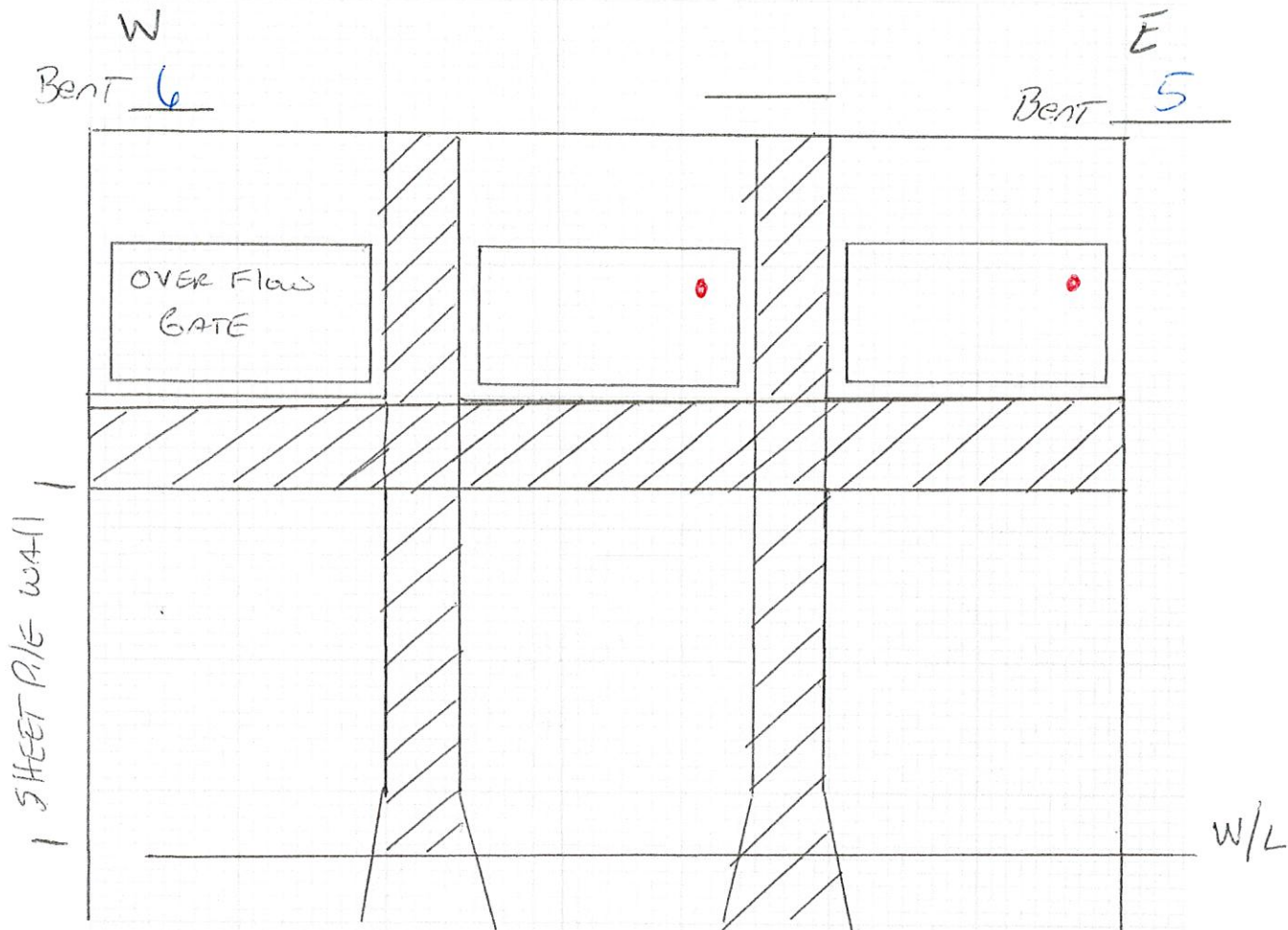
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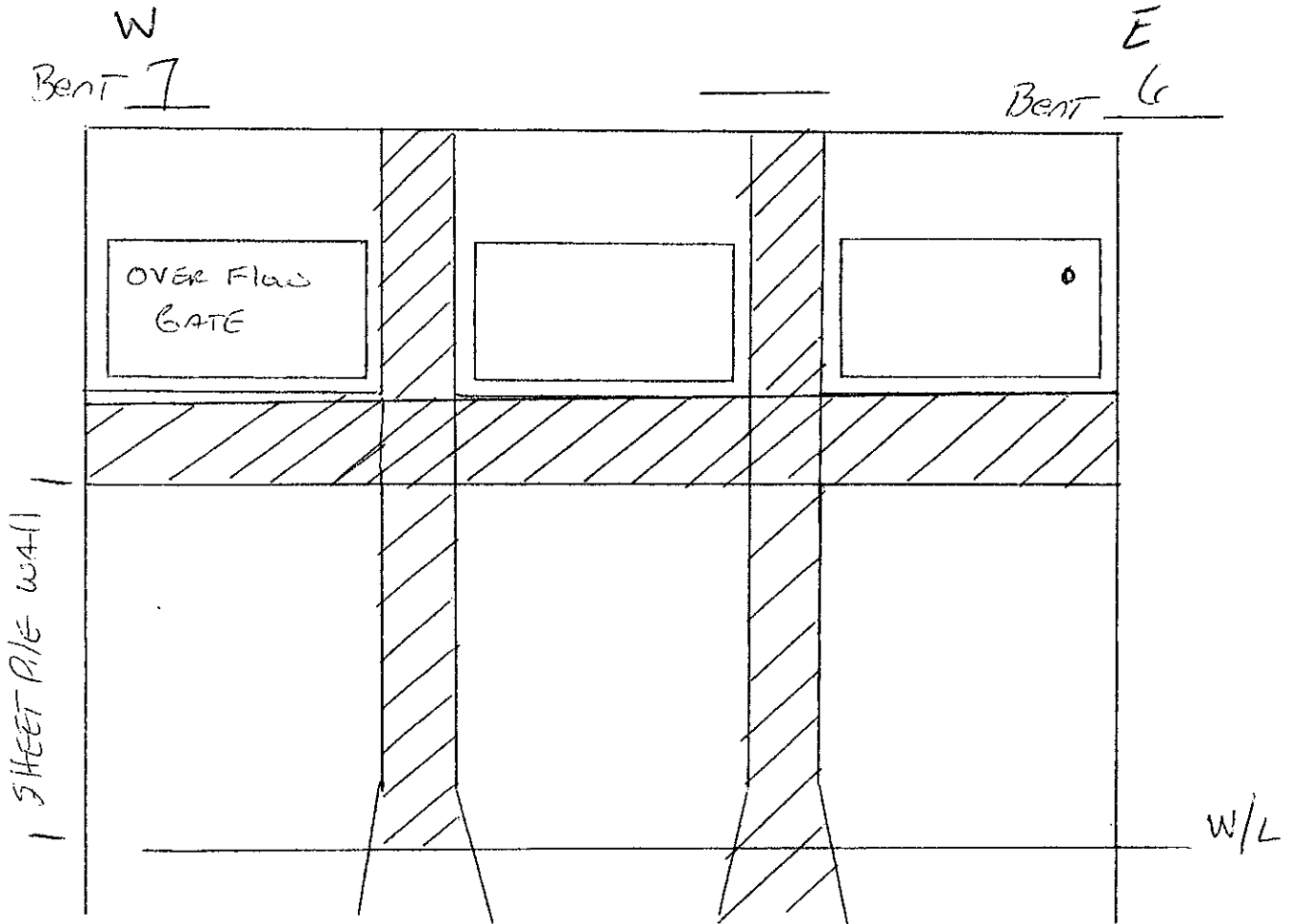
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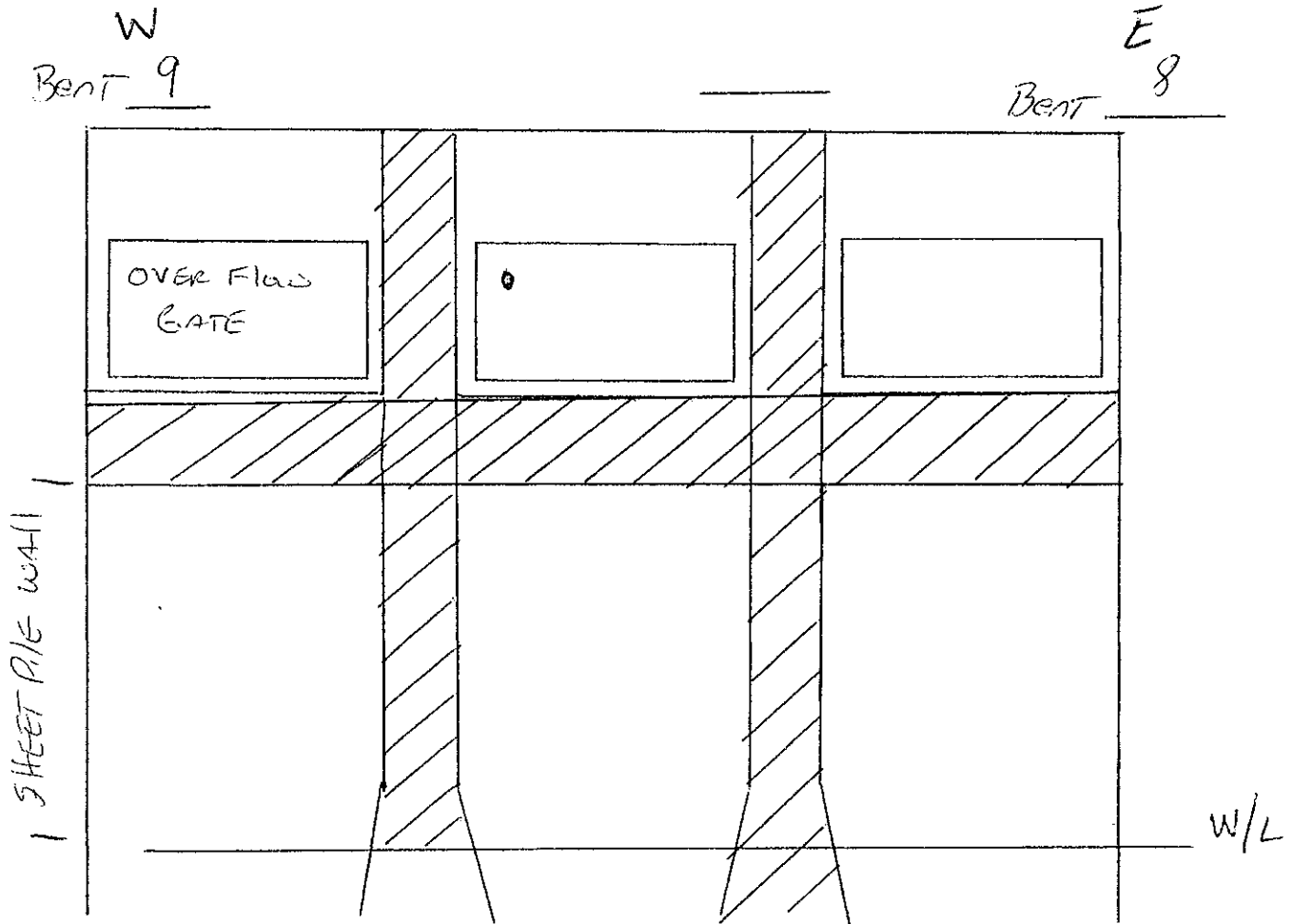
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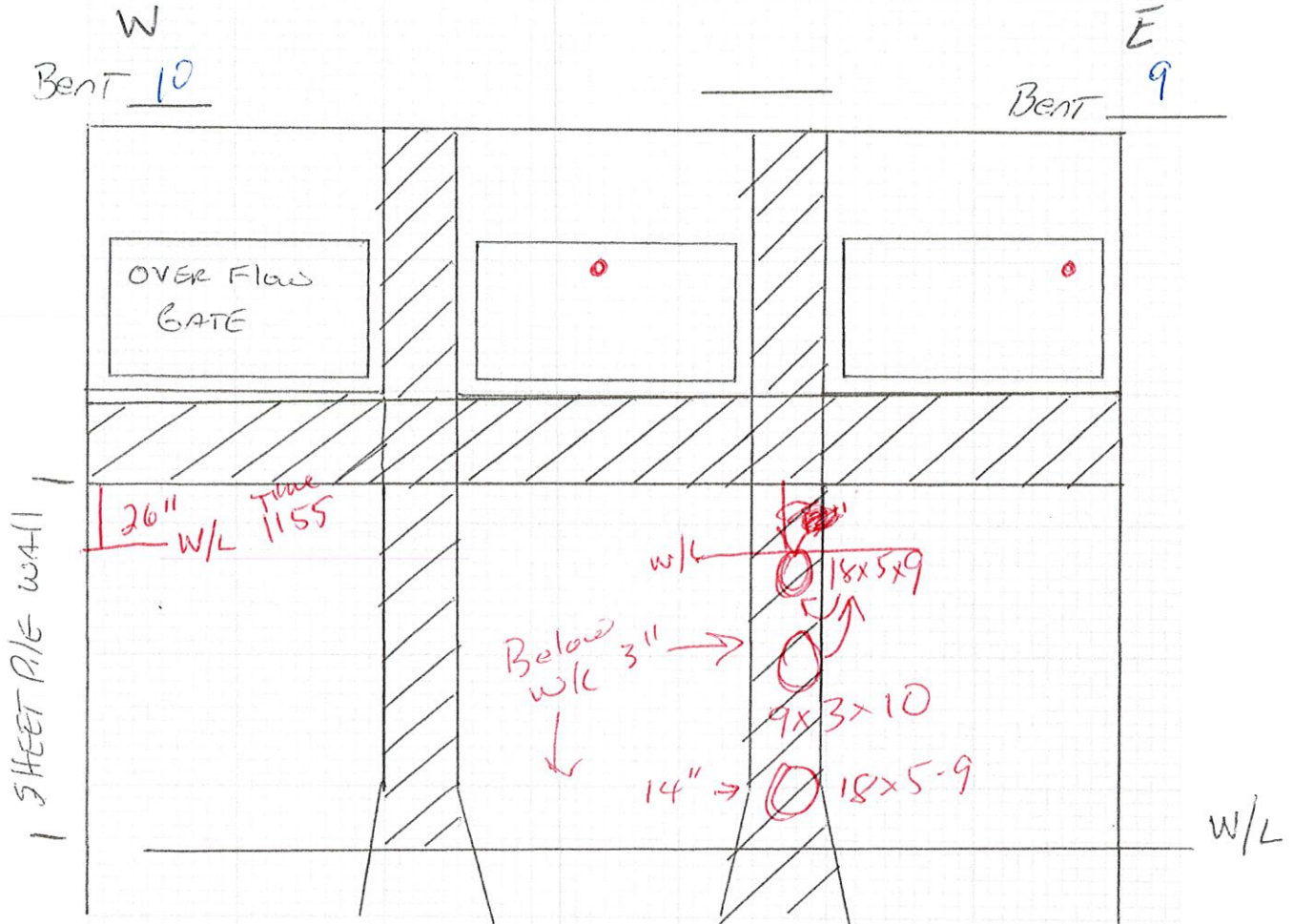
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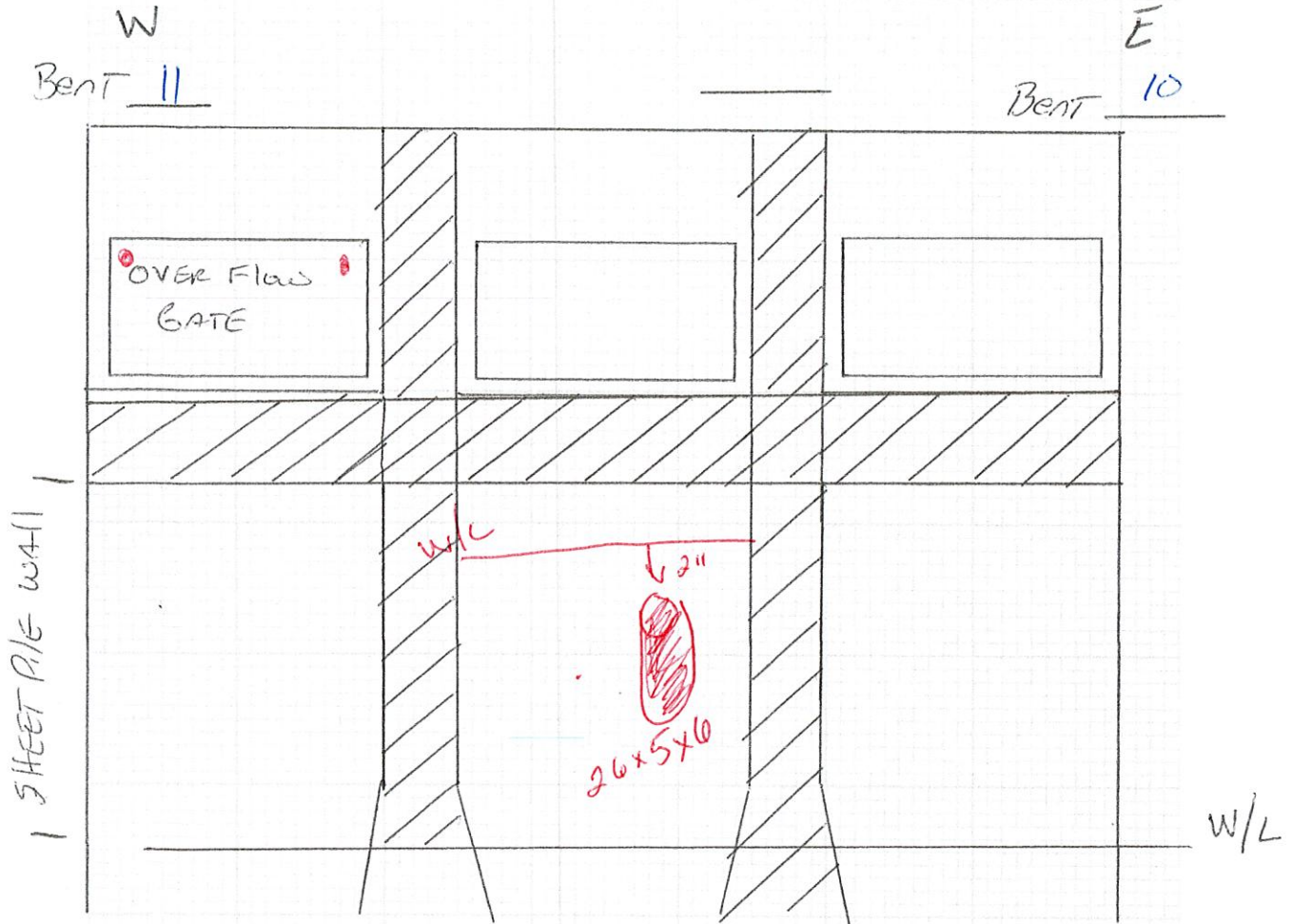
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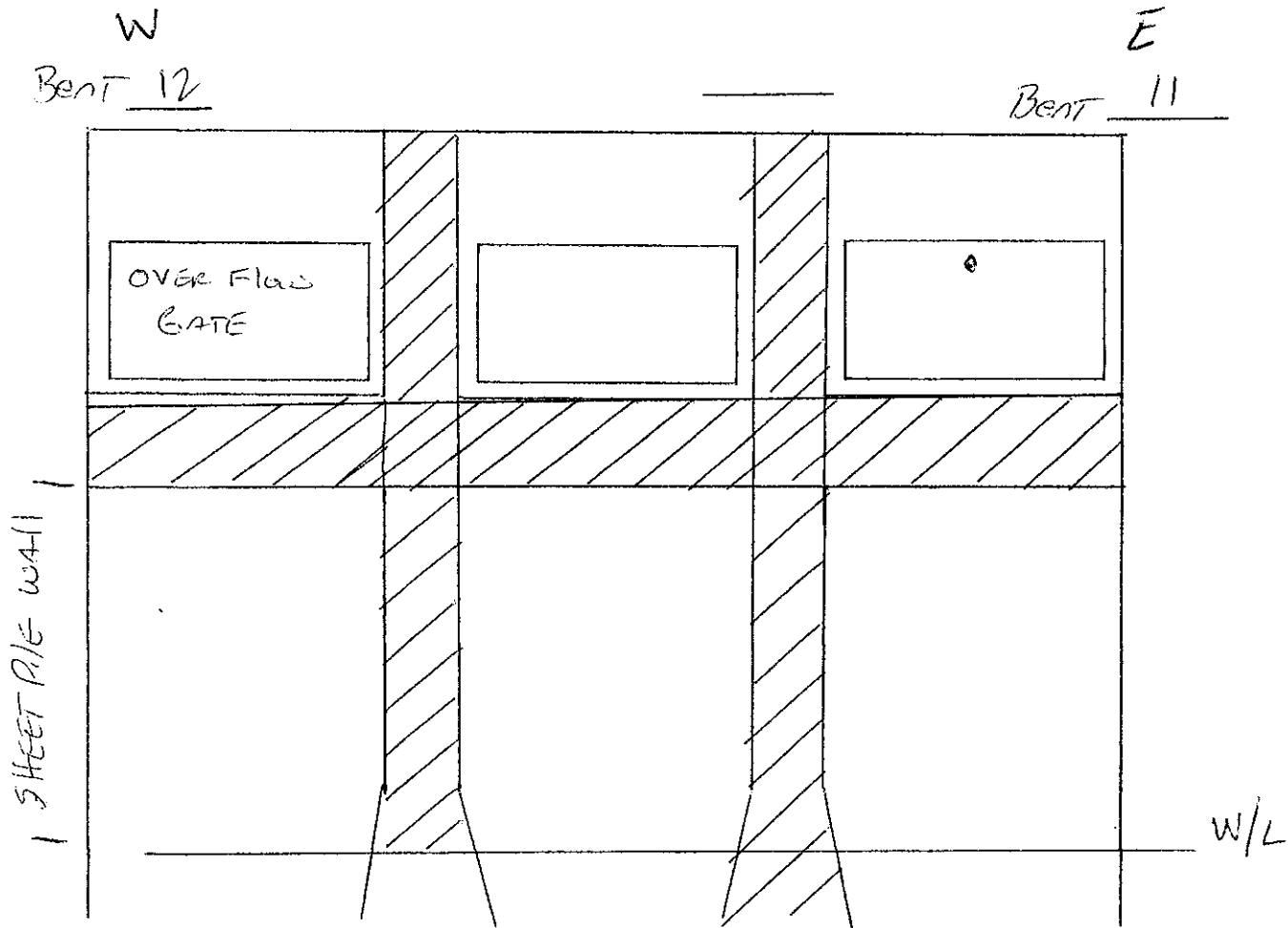
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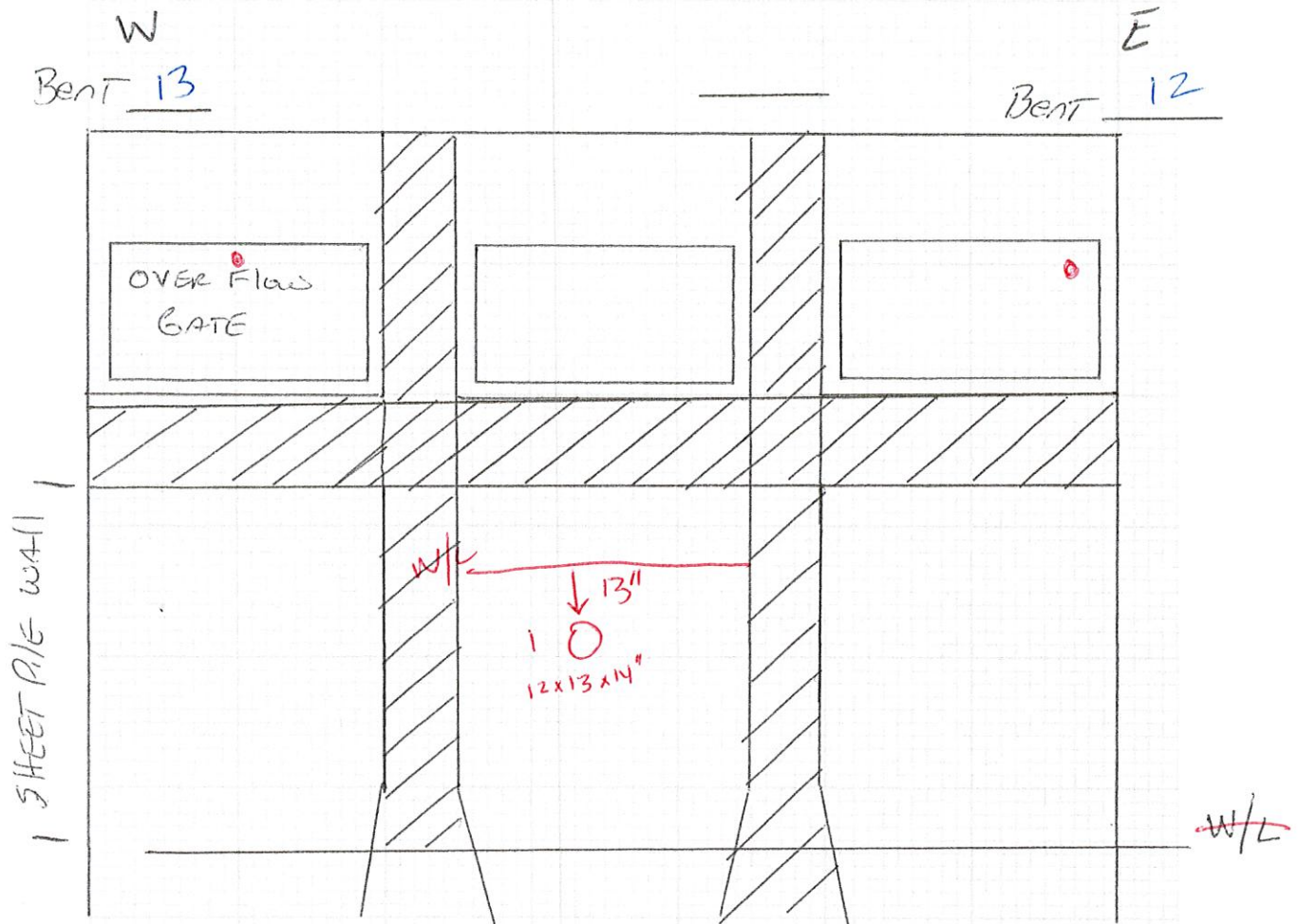
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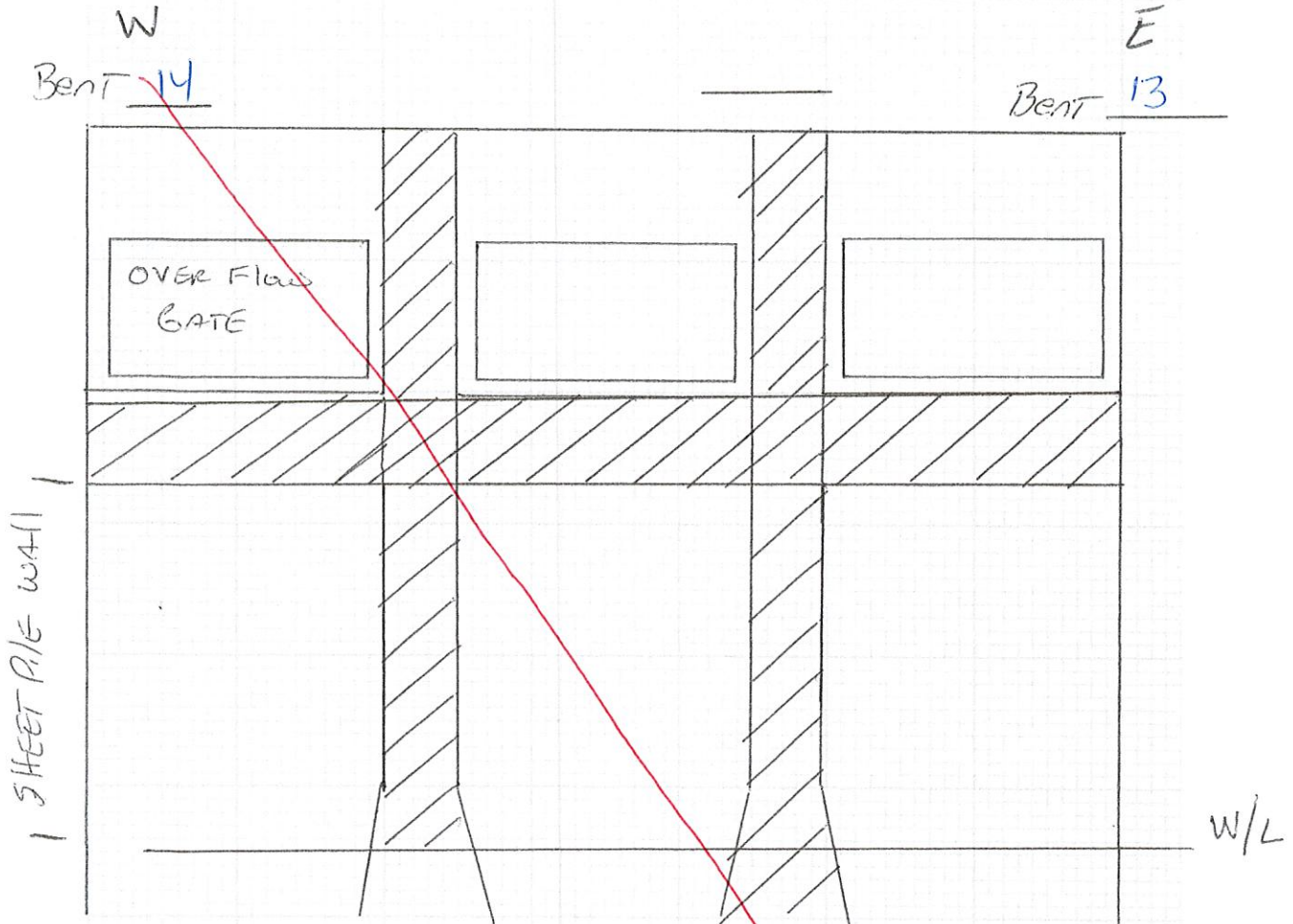
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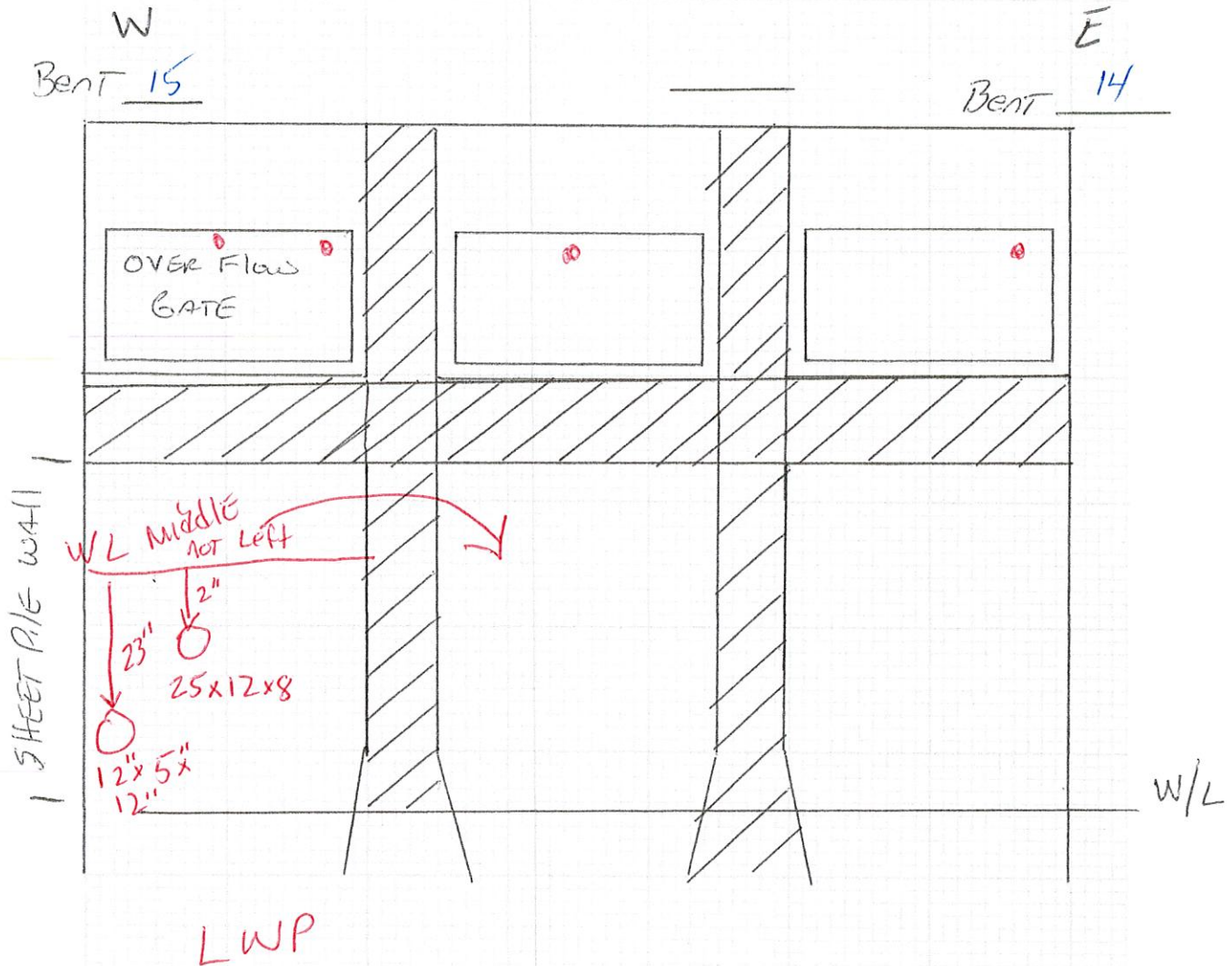
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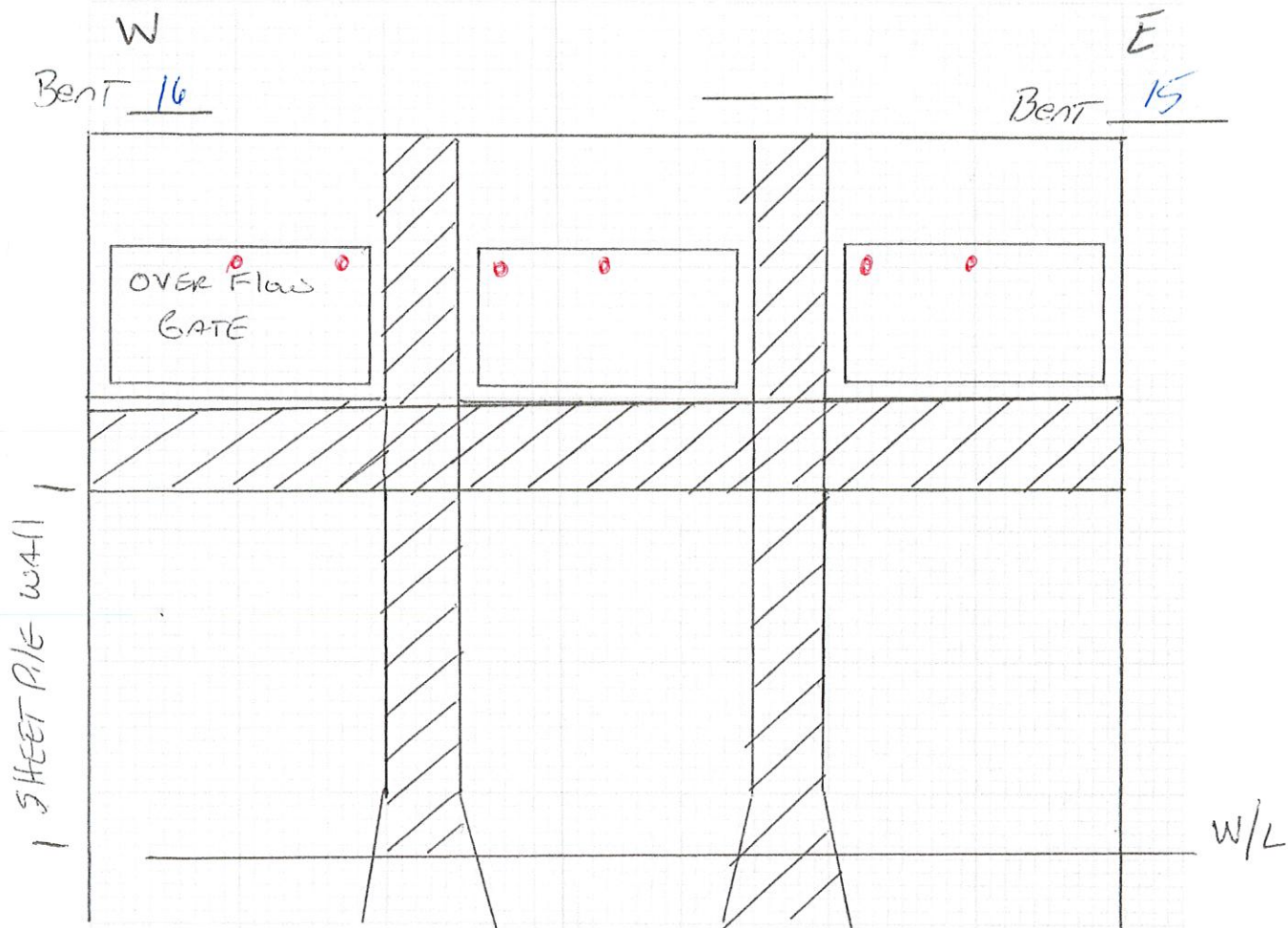
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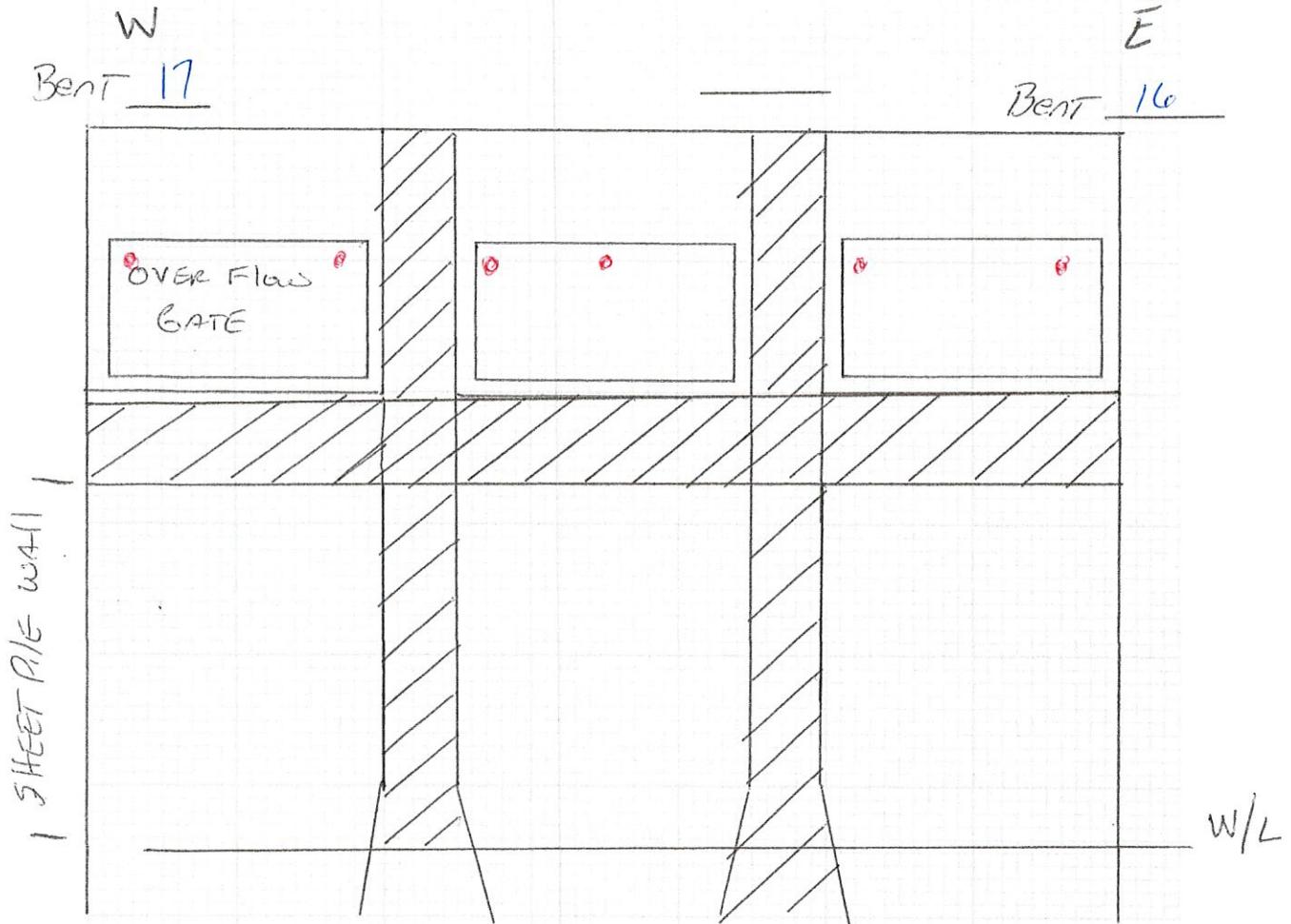
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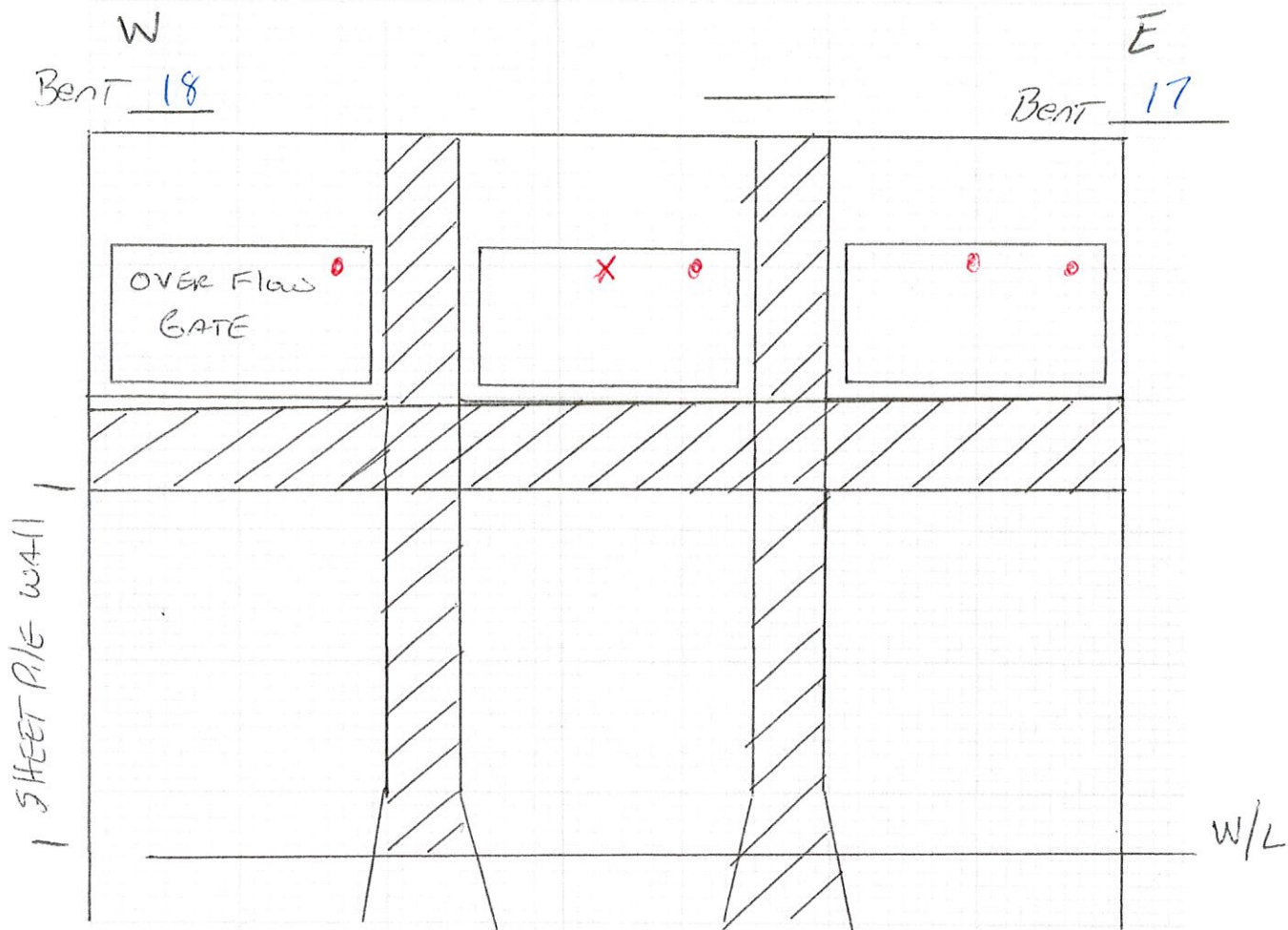
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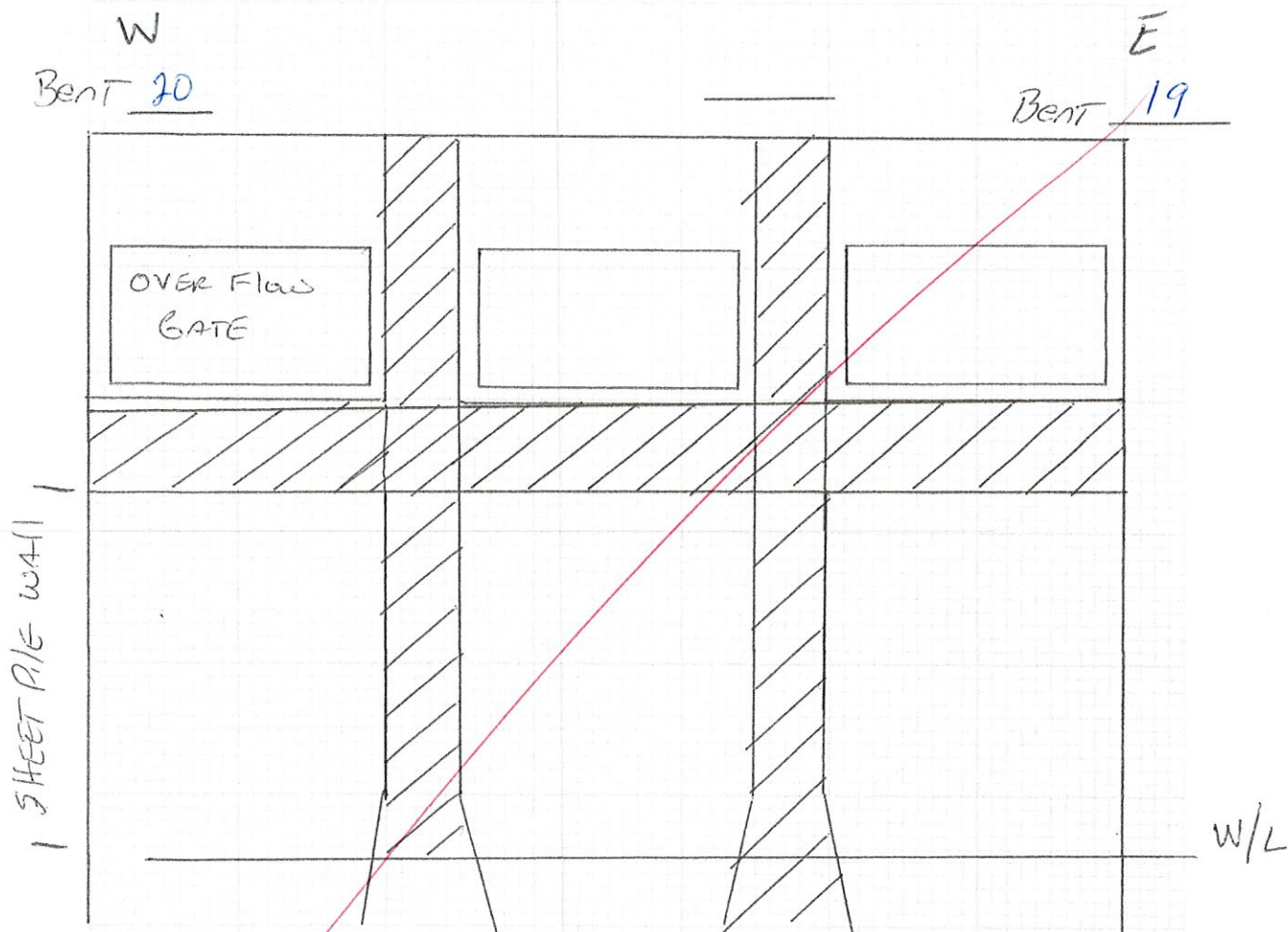
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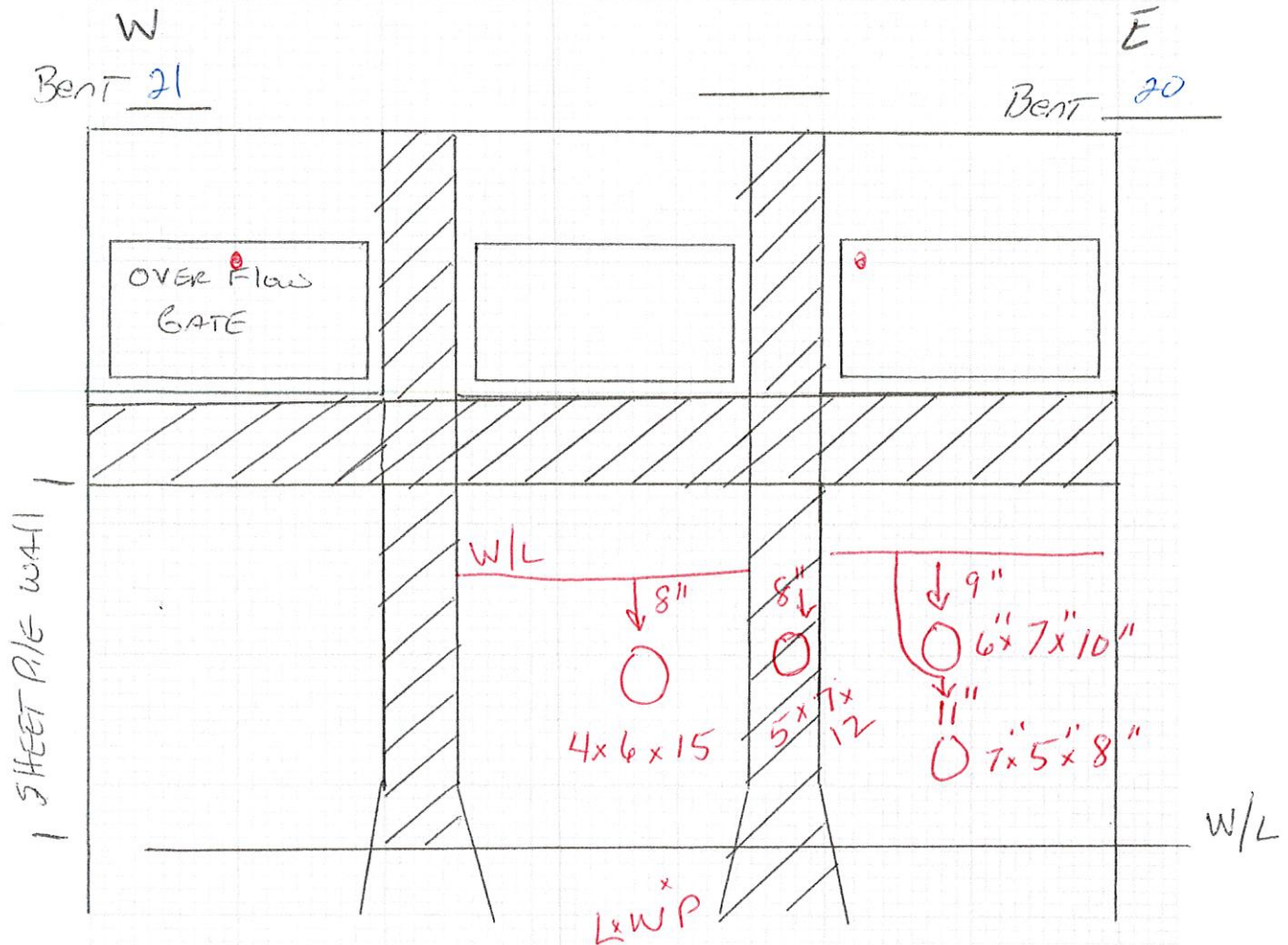
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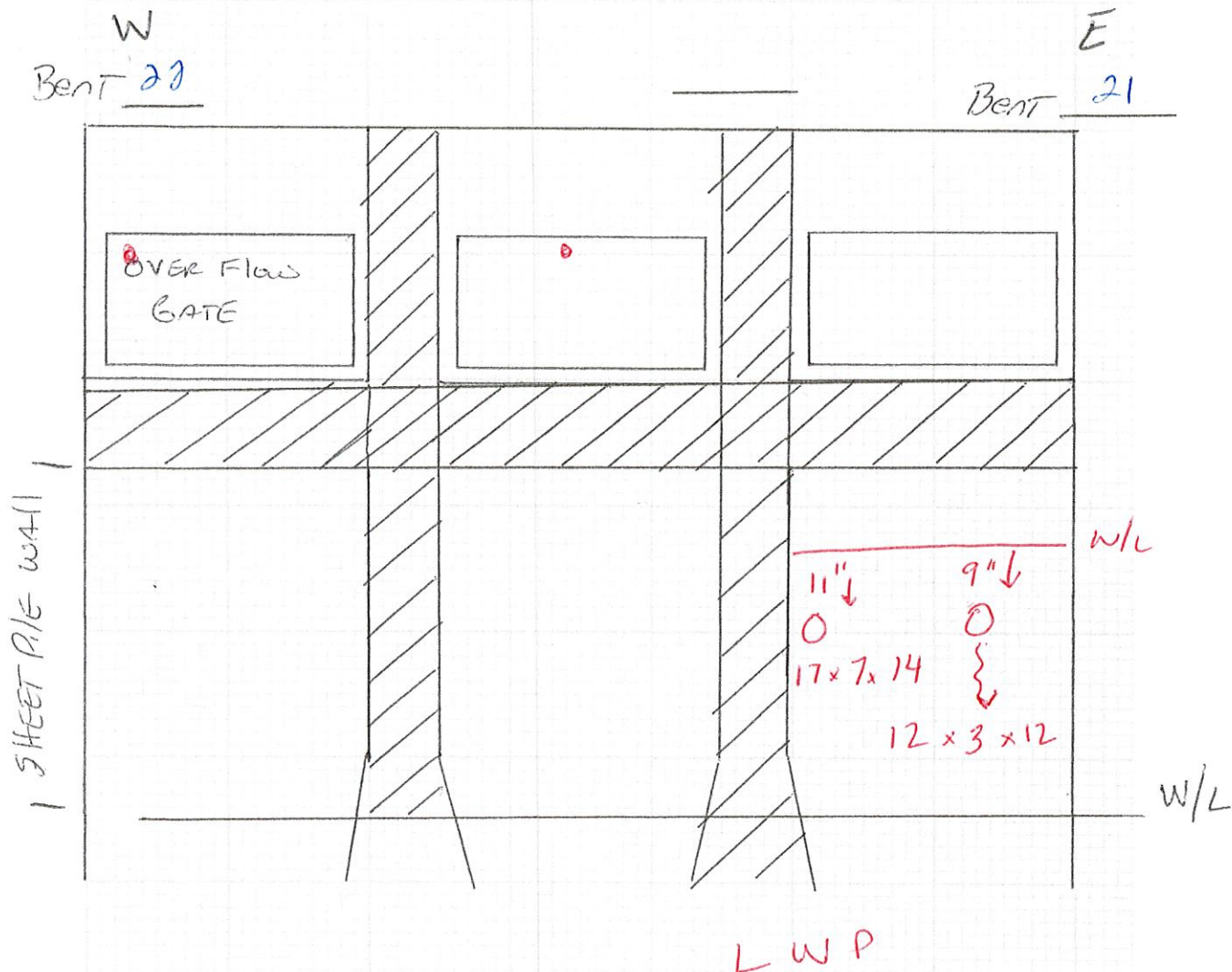
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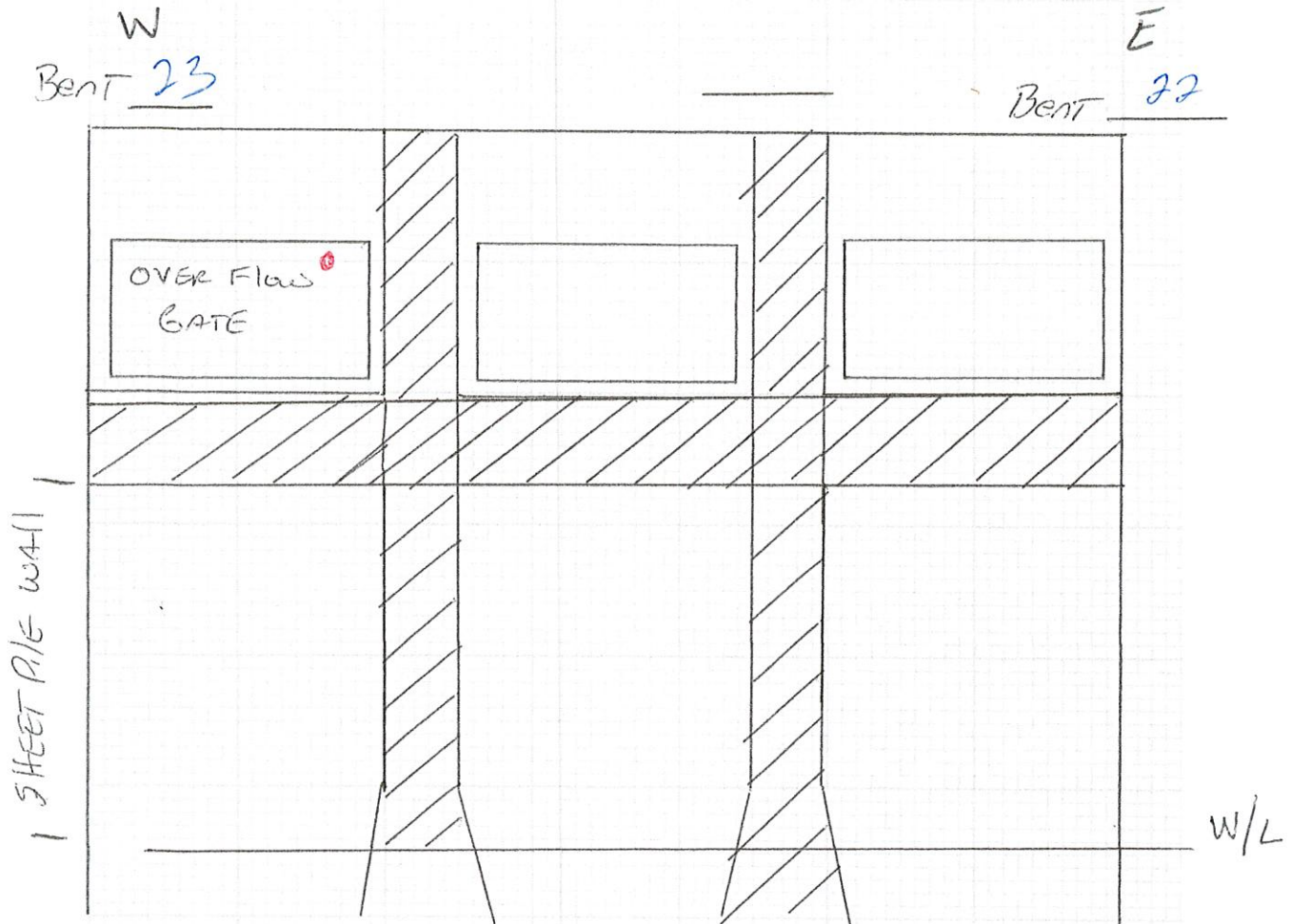
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**PLAN** :Sketch a Plan of the Structure/Bridge SSU's Showing Shorelines. Indicate Piers Out of Water and Not Inspected. (Take Measurements as Necessary)

Bridge Name (Road/River, Milepost/River, etc.) \_\_\_\_\_

Bridge No. \_\_\_\_\_



**Checklist:**

\_\_\_\_ North Arrow  
 \_\_\_\_ SSU's Numbered  
 \_\_\_\_ Waterline Elev. Noted

\_\_\_\_ Sounding Lines  
 \_\_\_\_ Cond. of Banks Noted  
 \_\_\_\_ Islands, Dams, etc. Shown

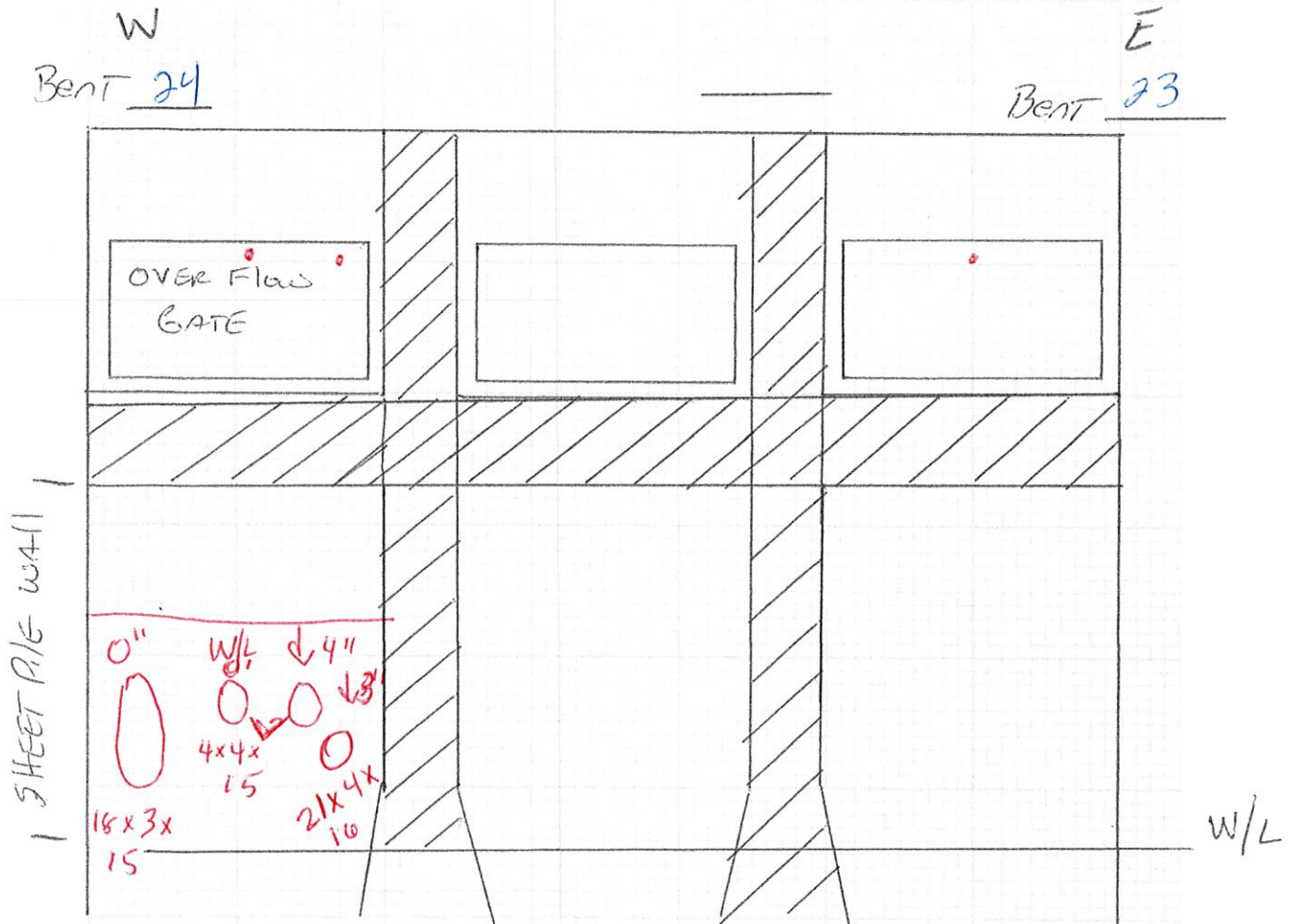
\_\_\_\_ Shorelines  
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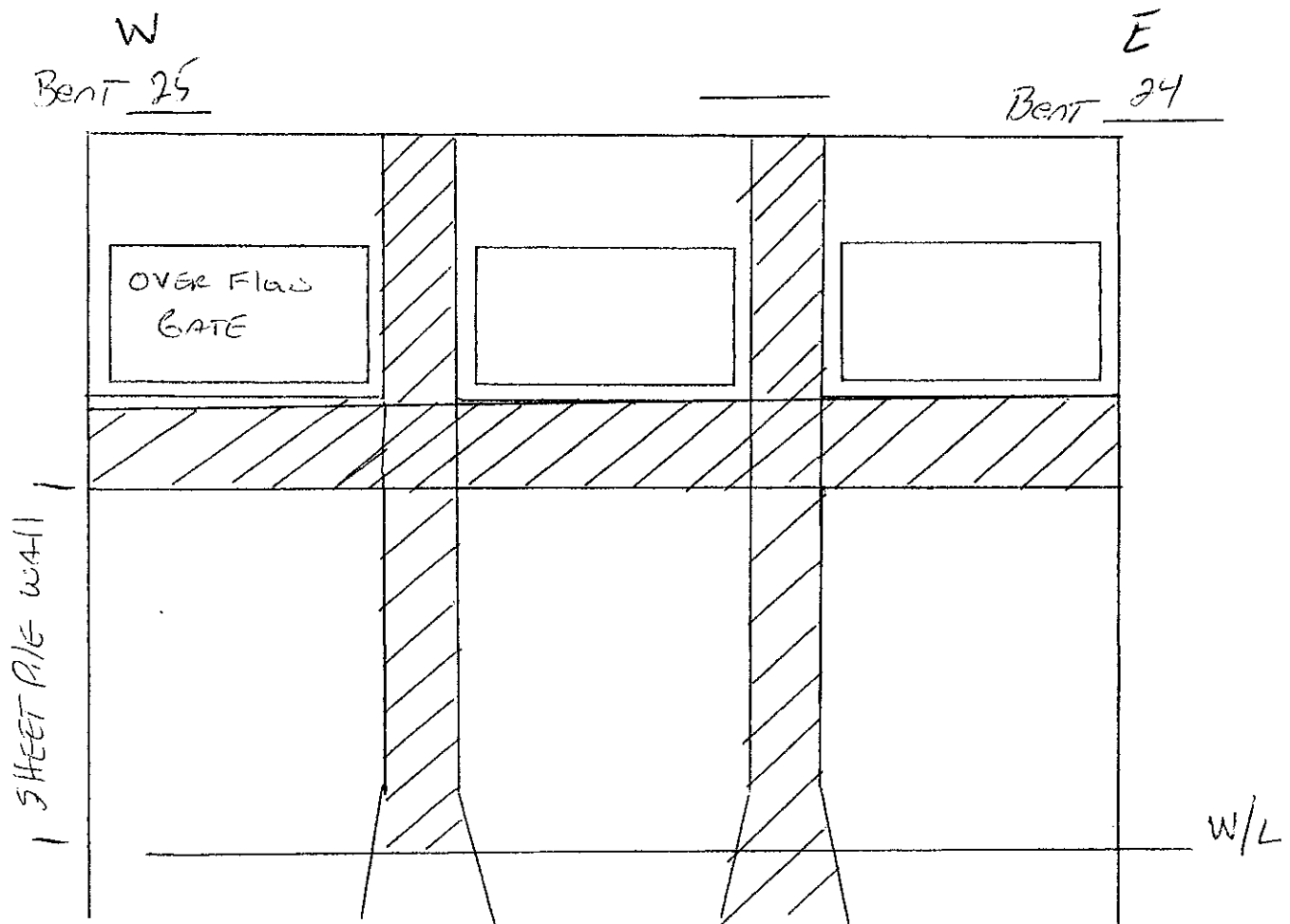
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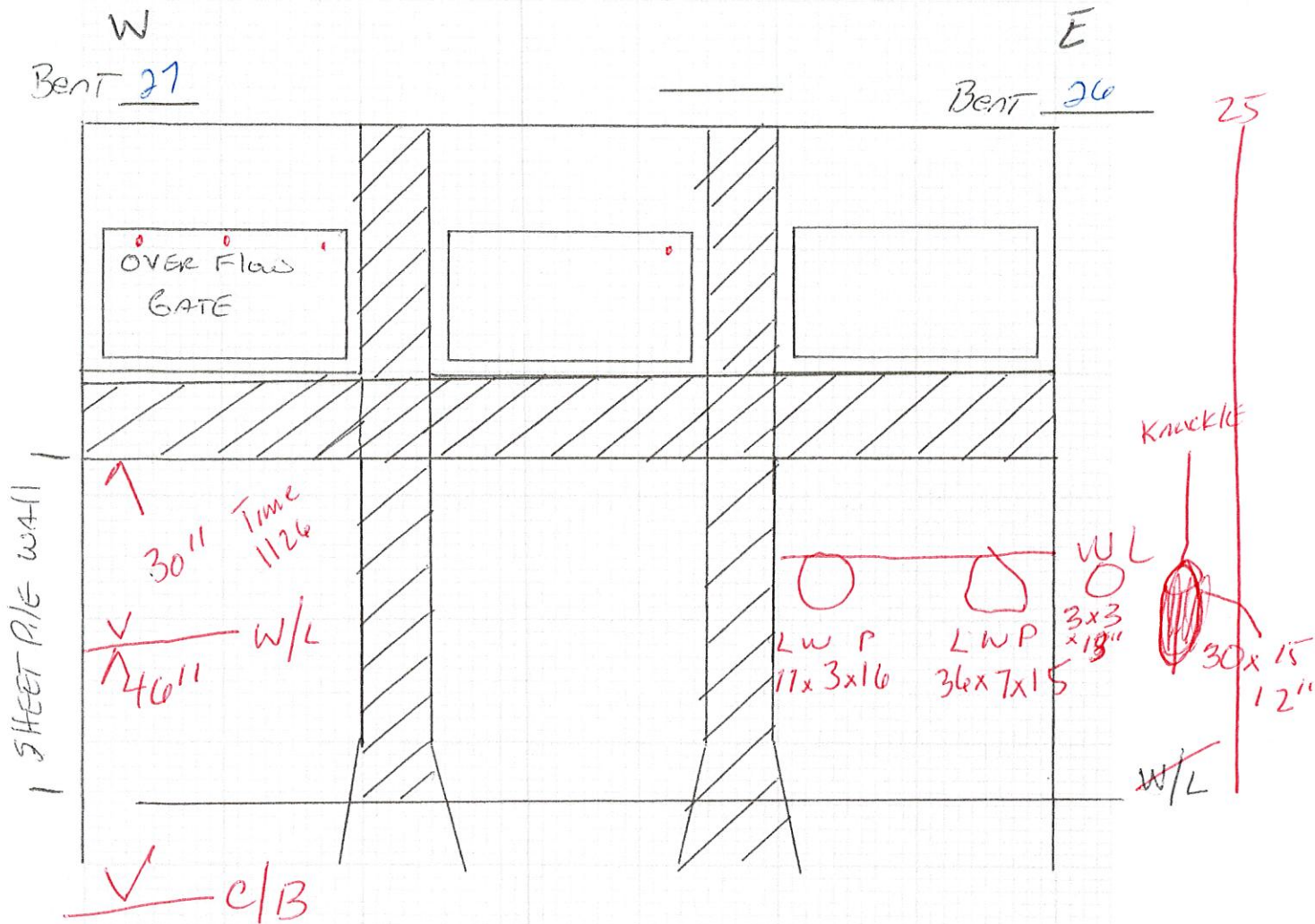
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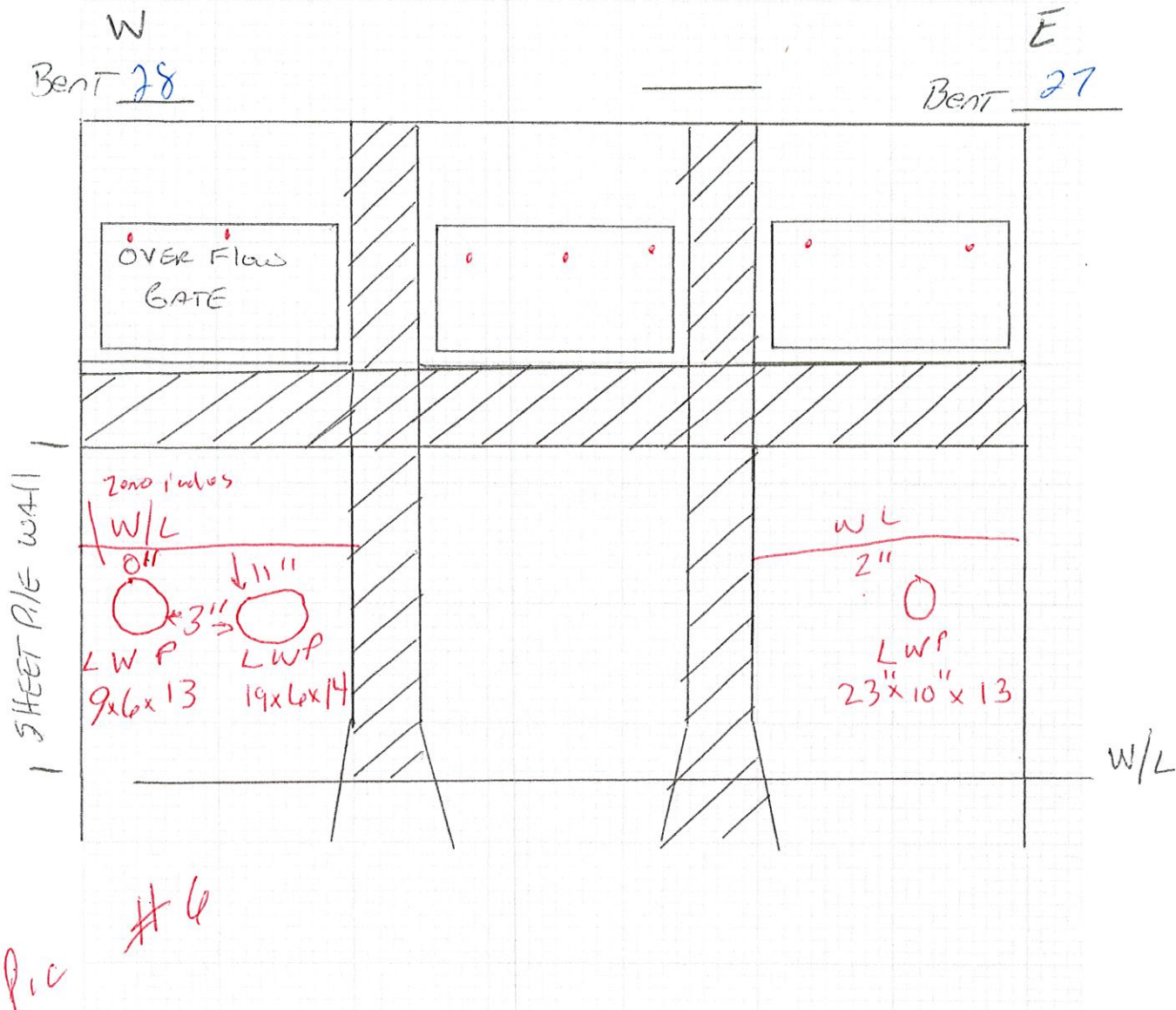
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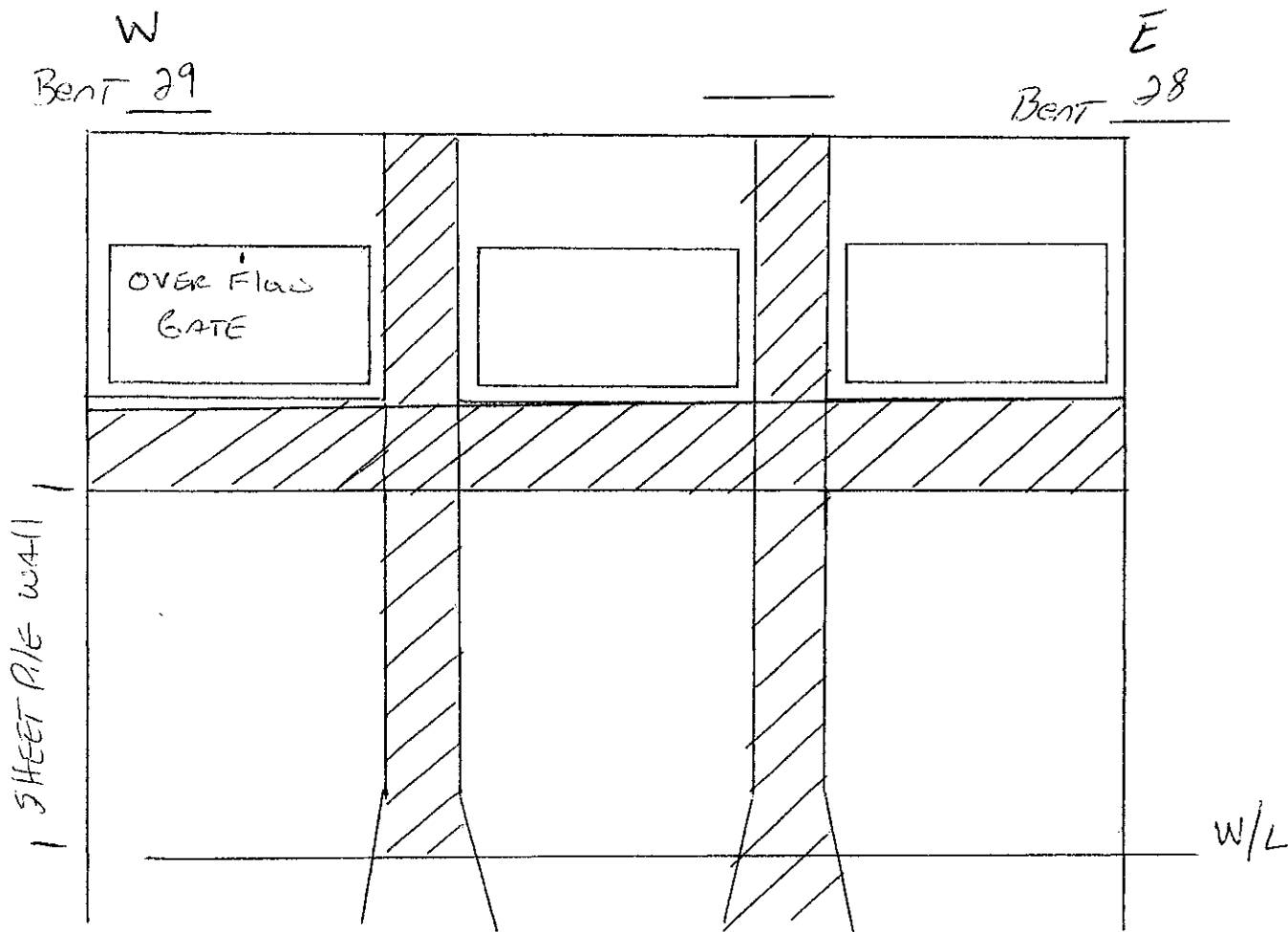
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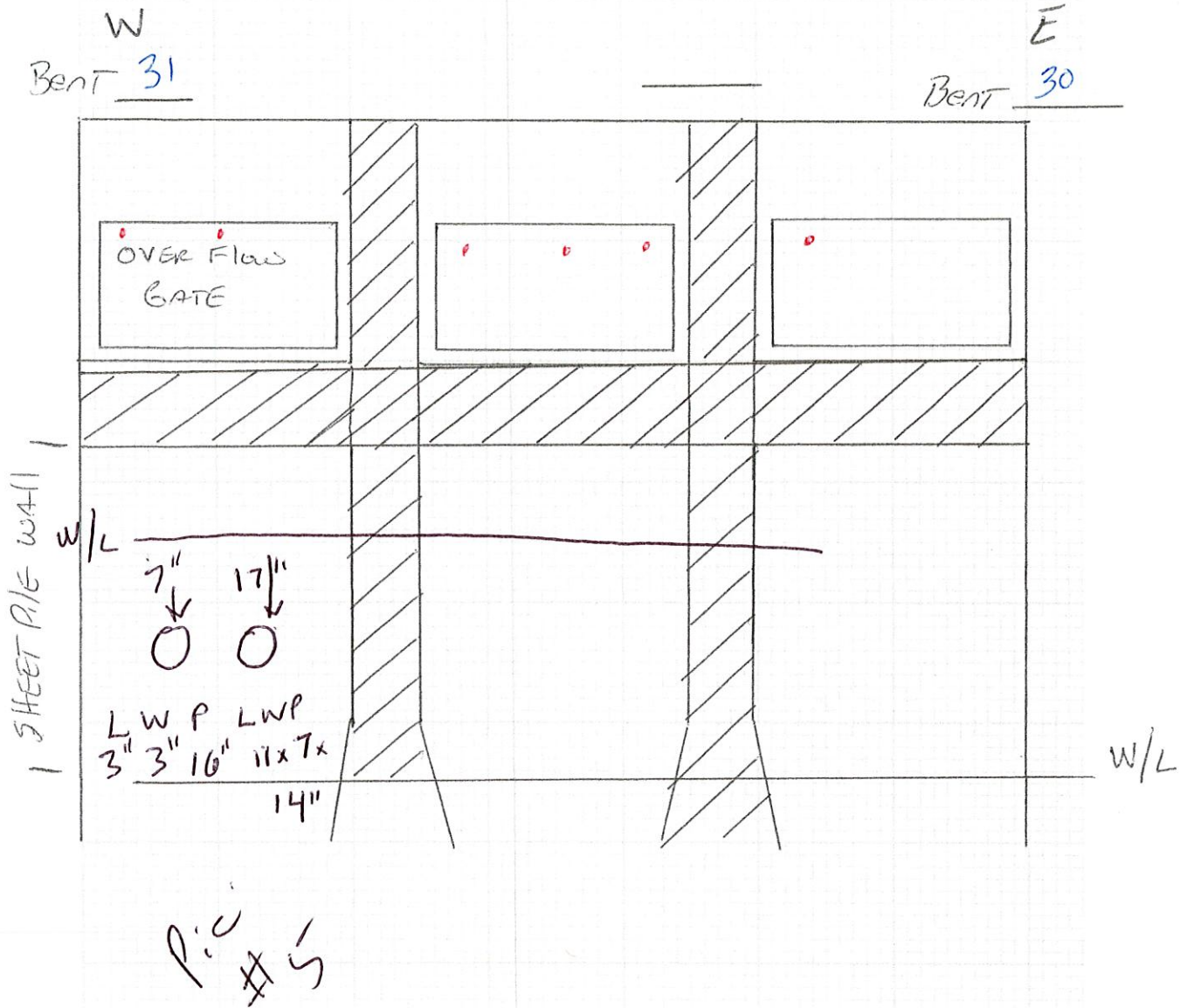
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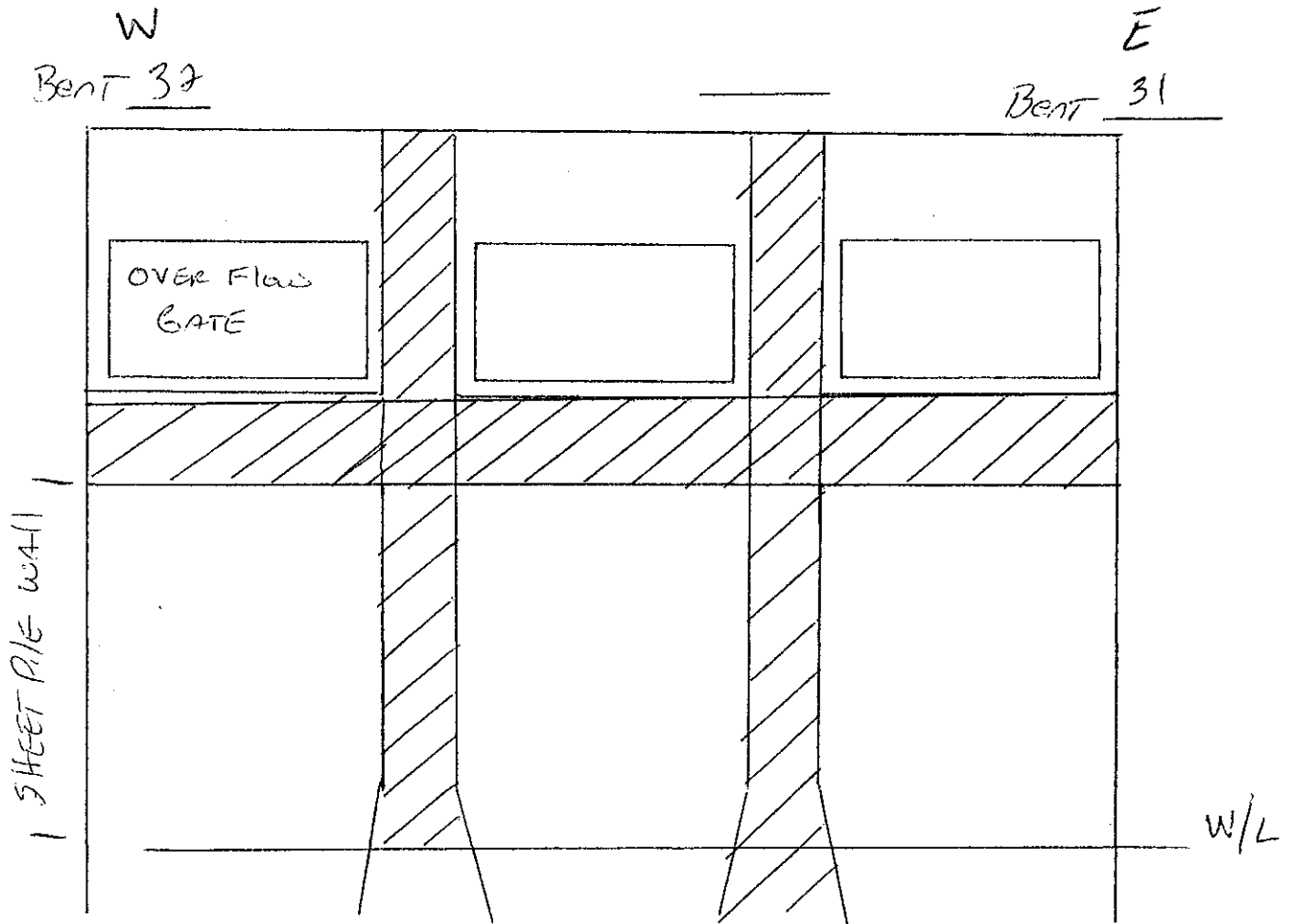
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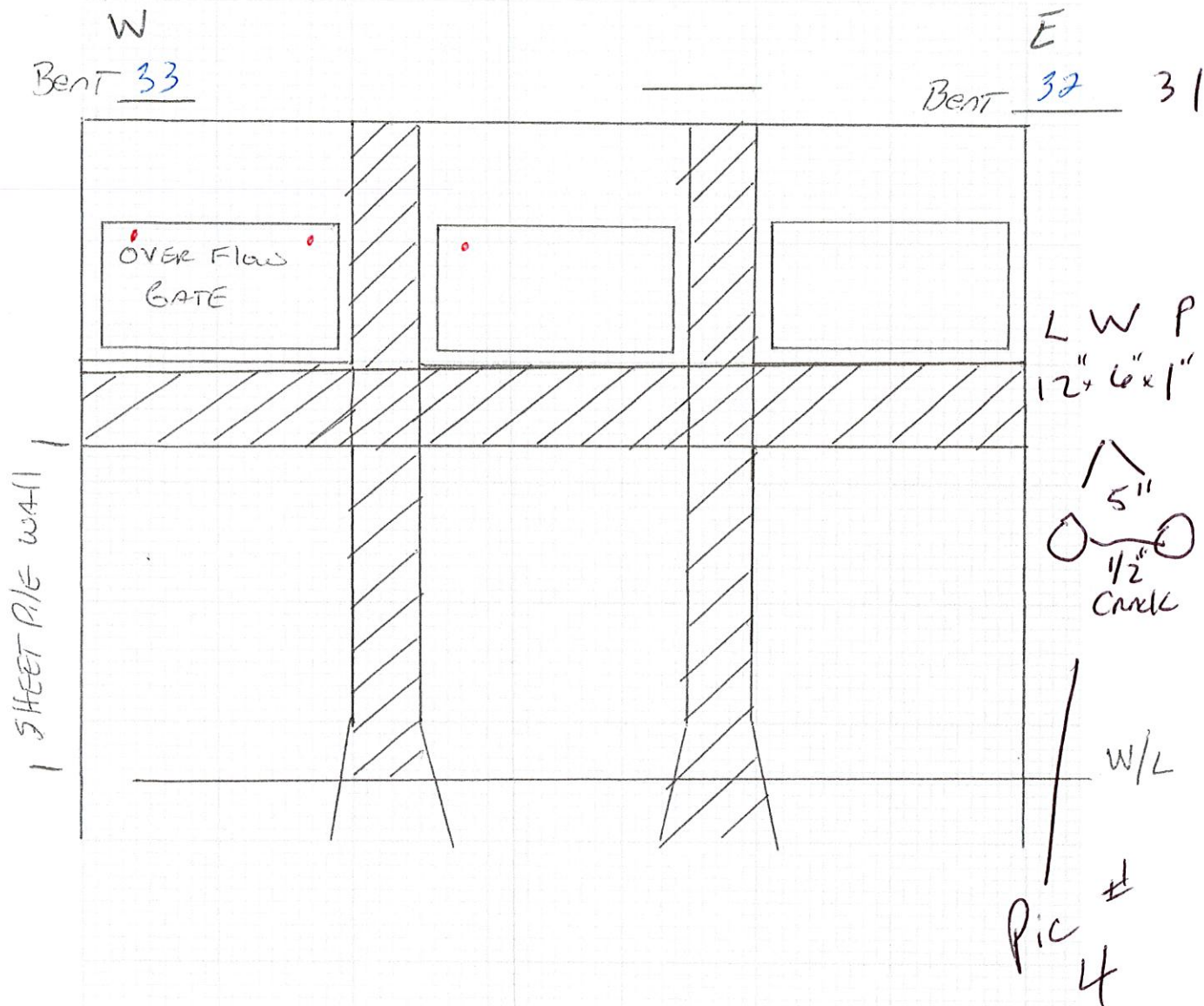
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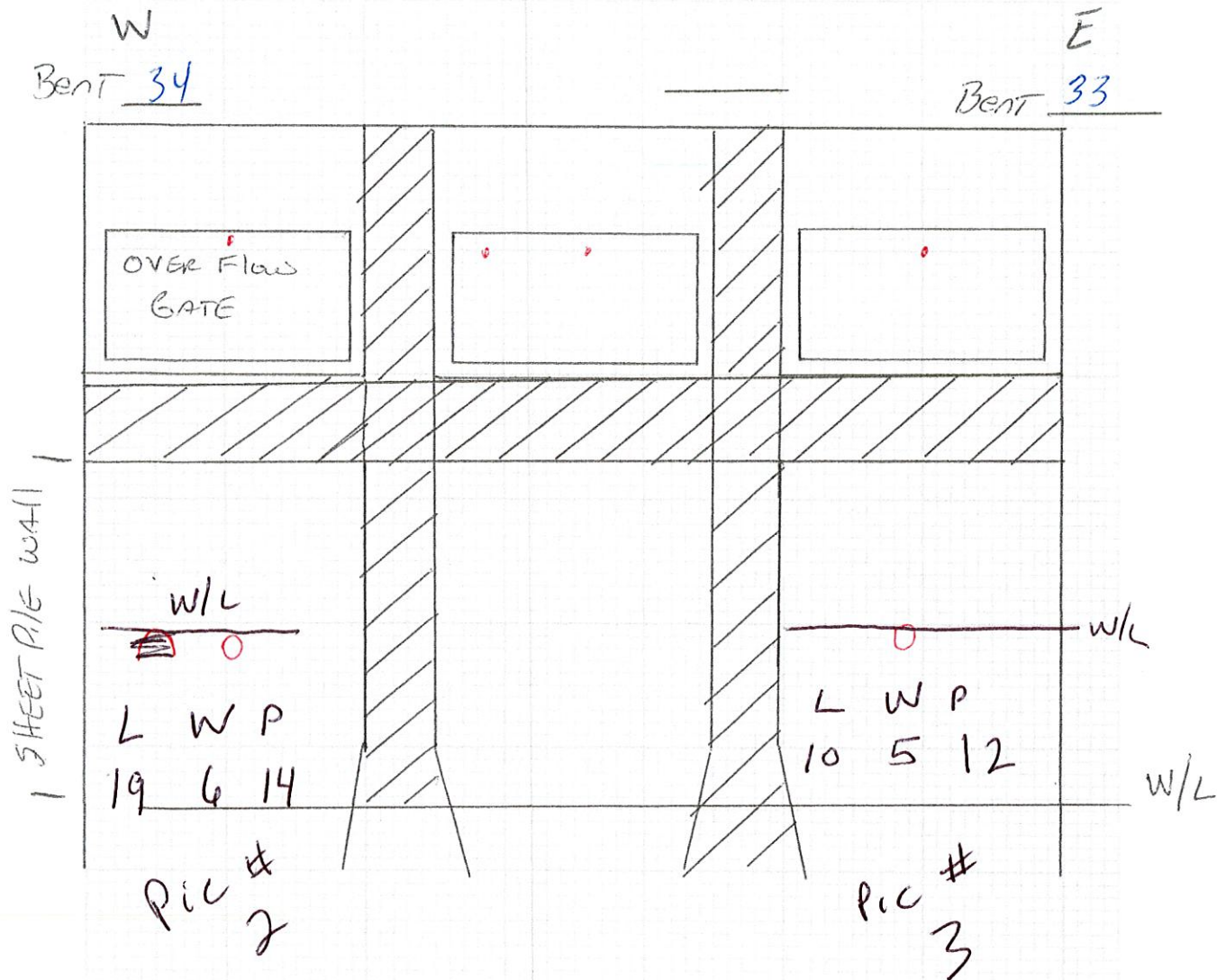
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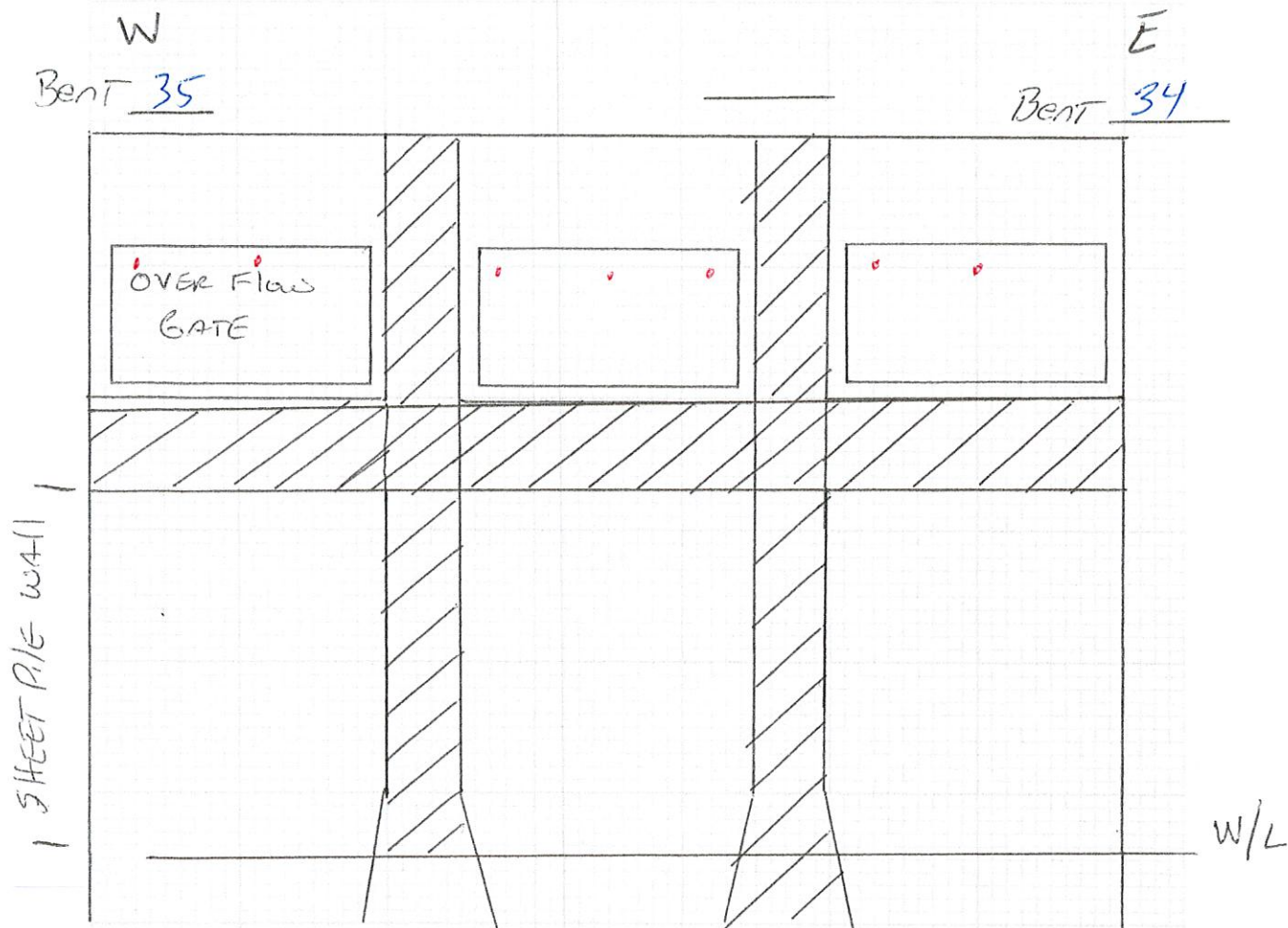
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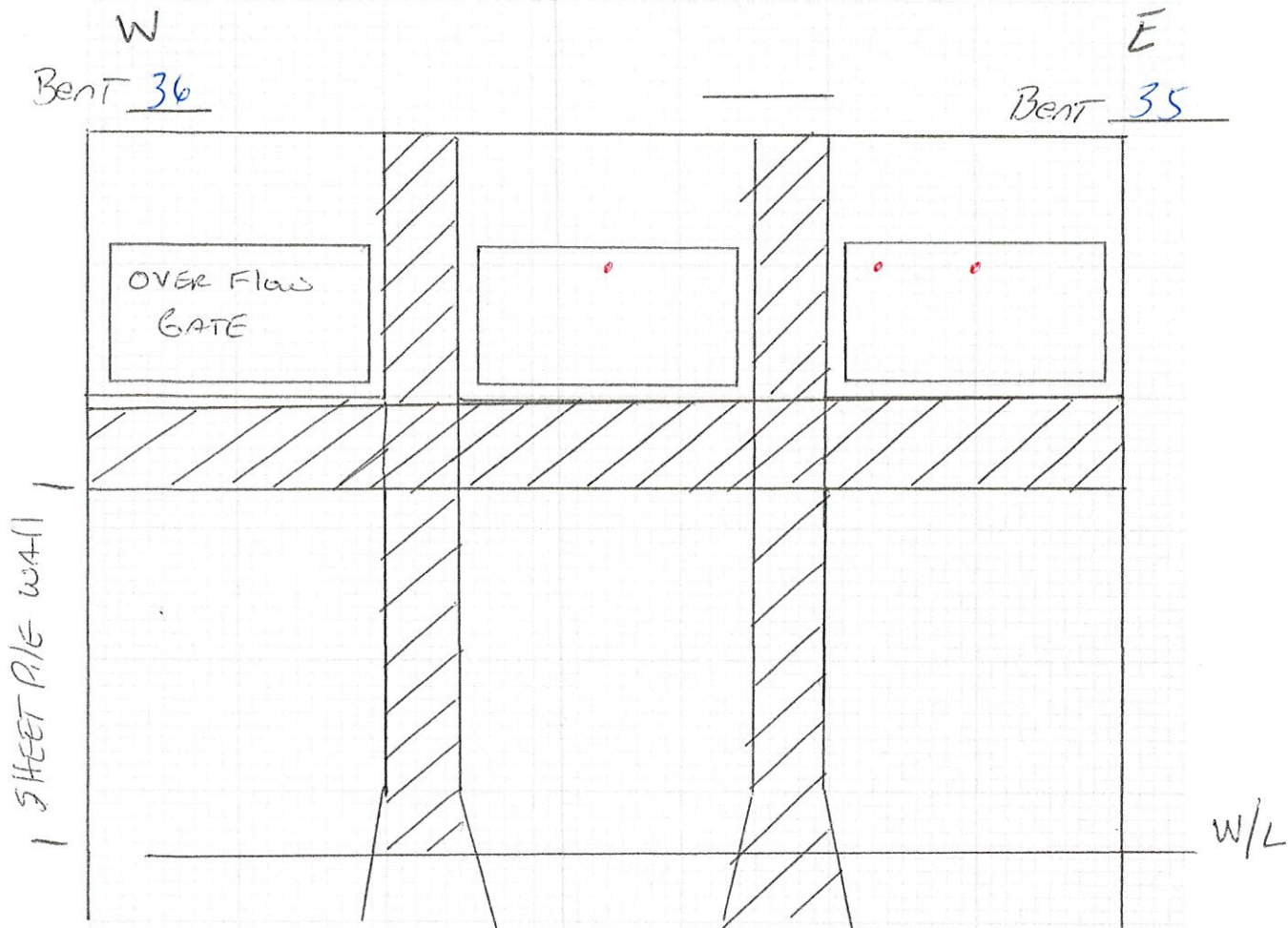
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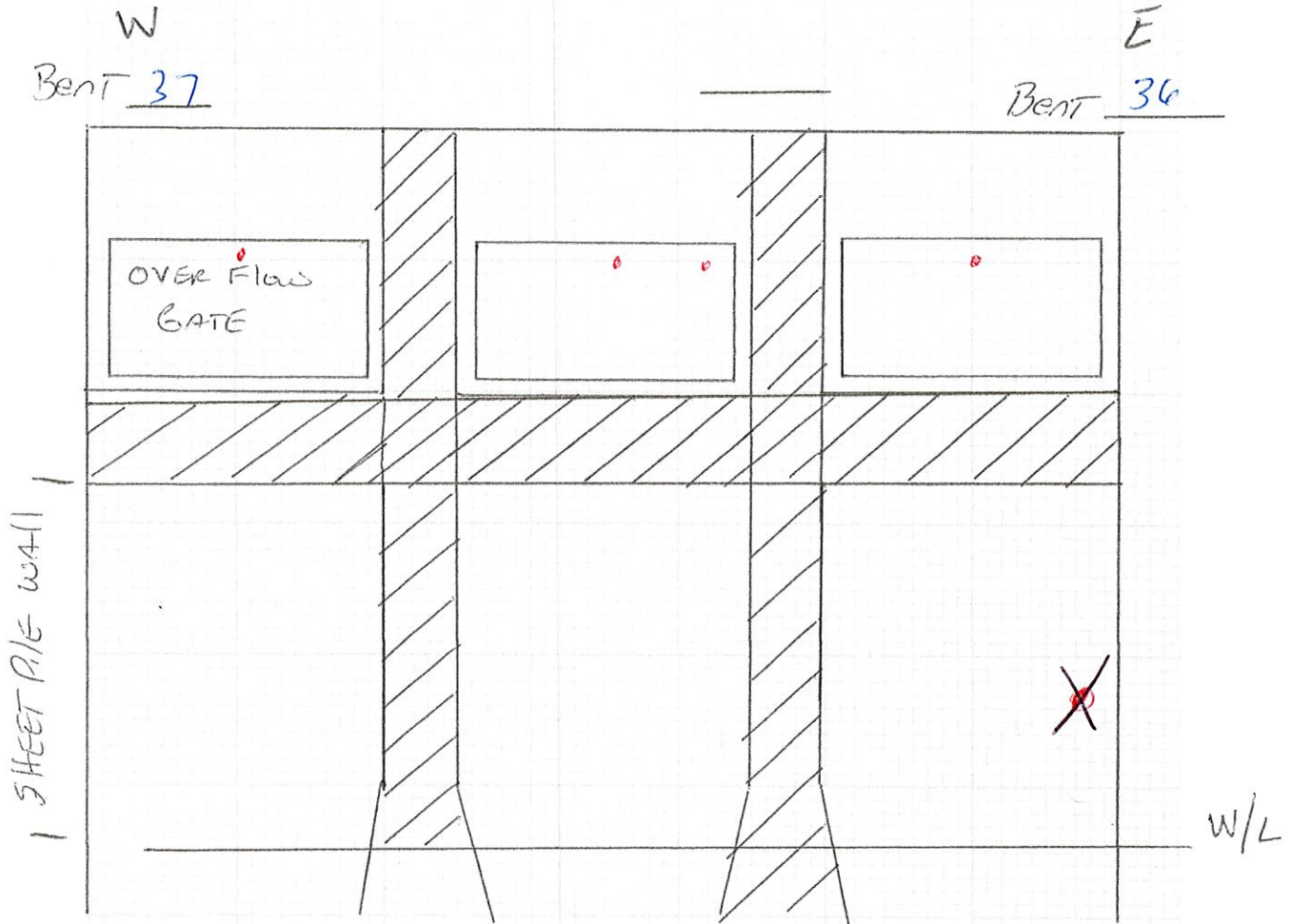
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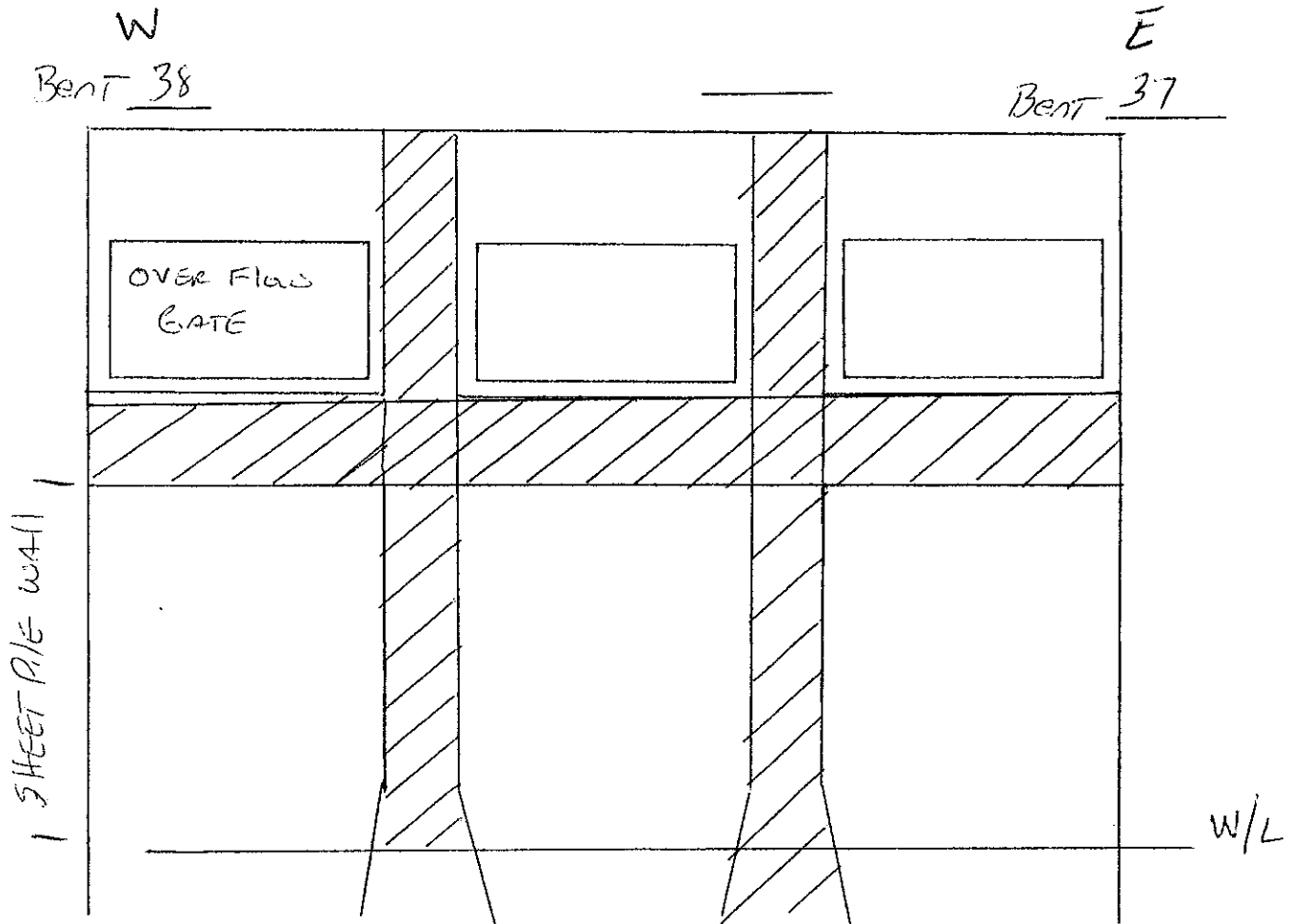
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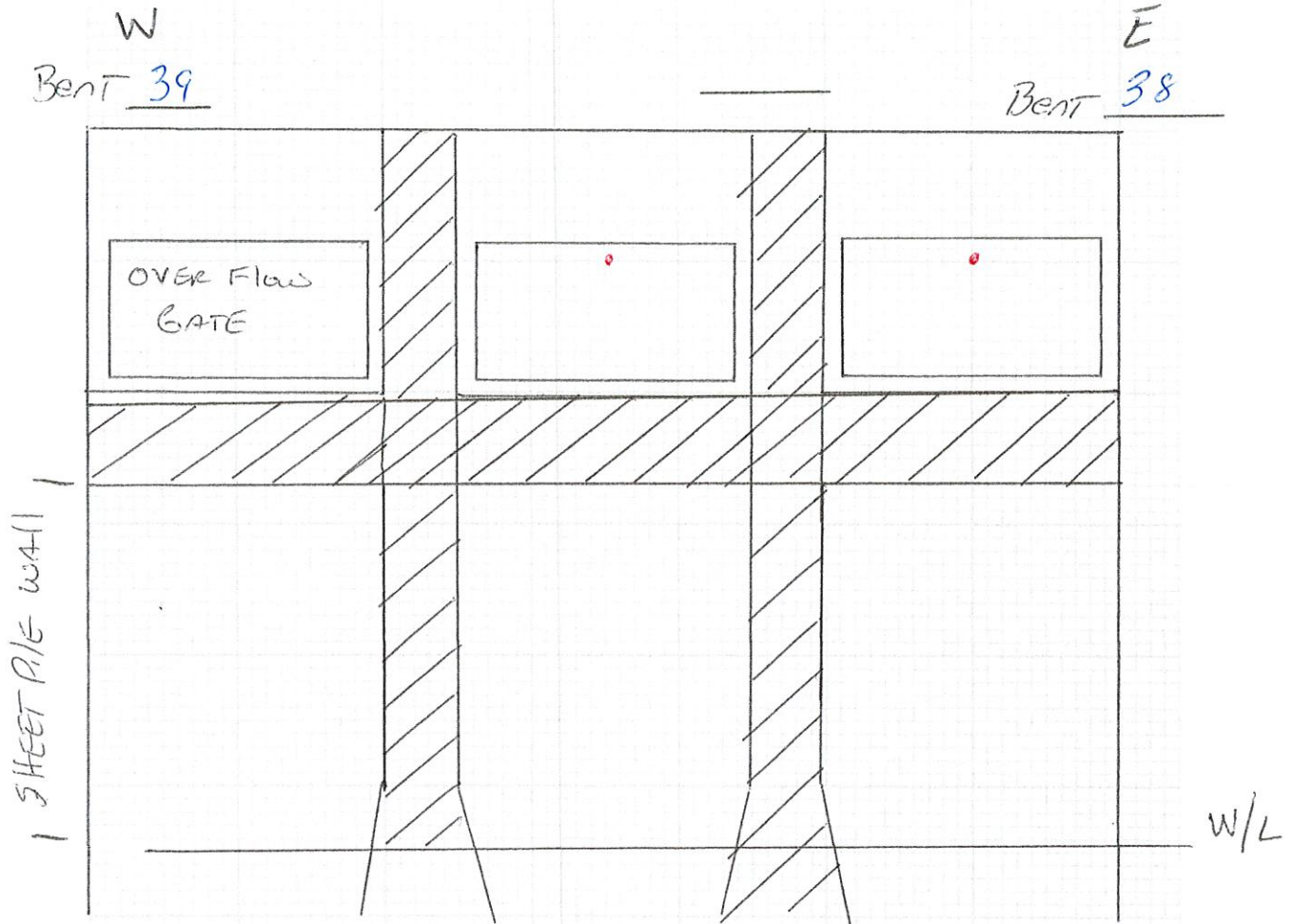
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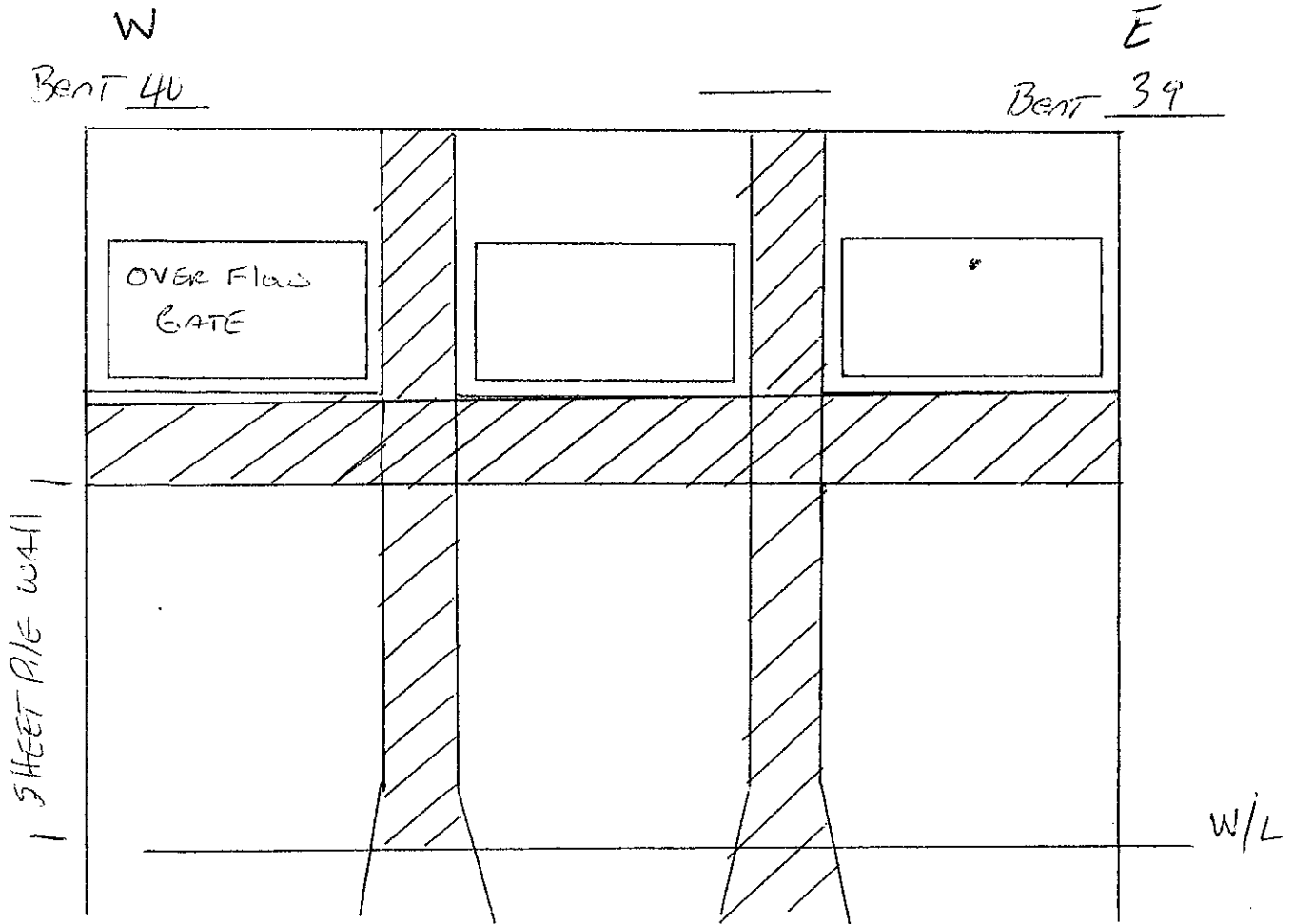
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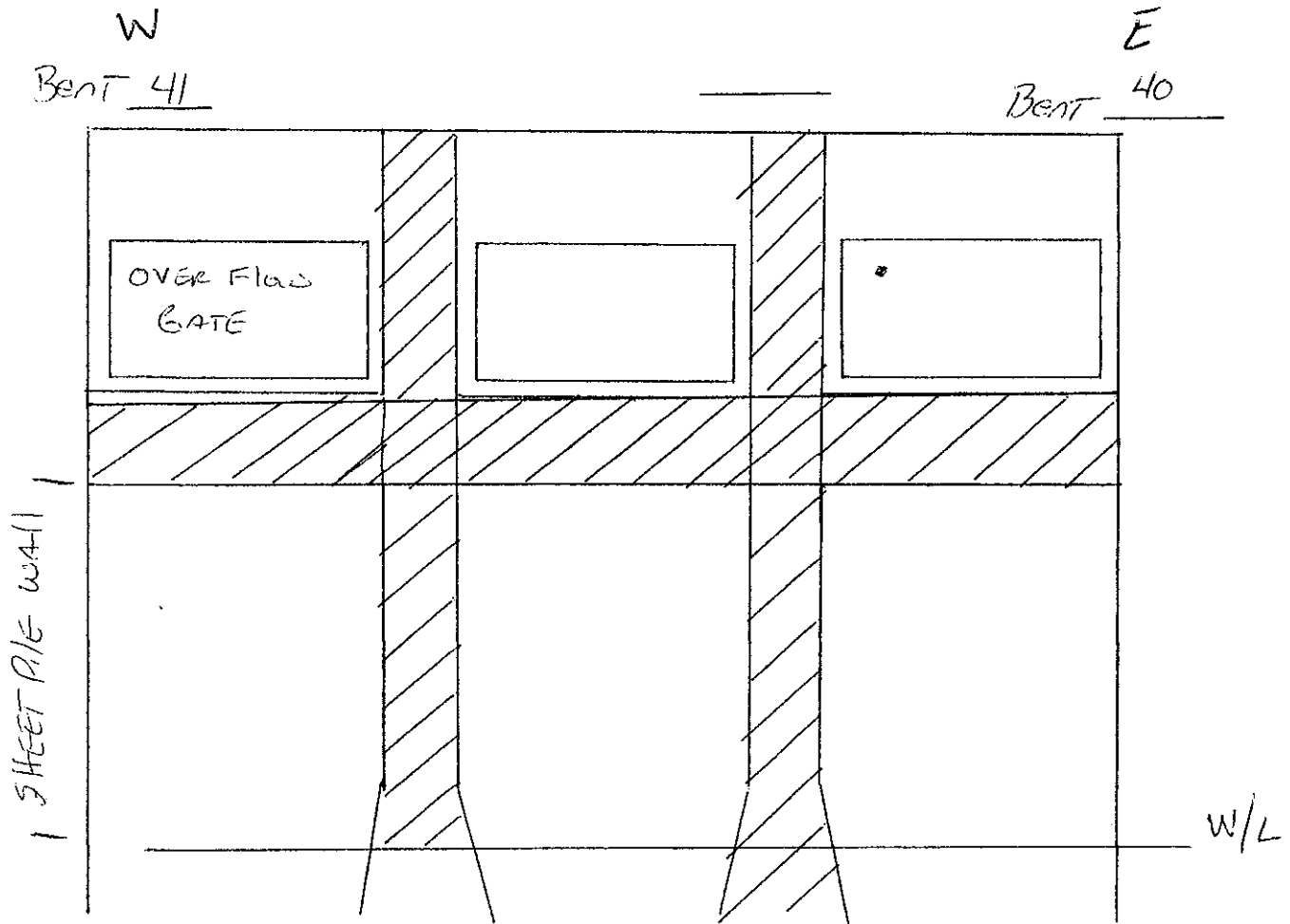
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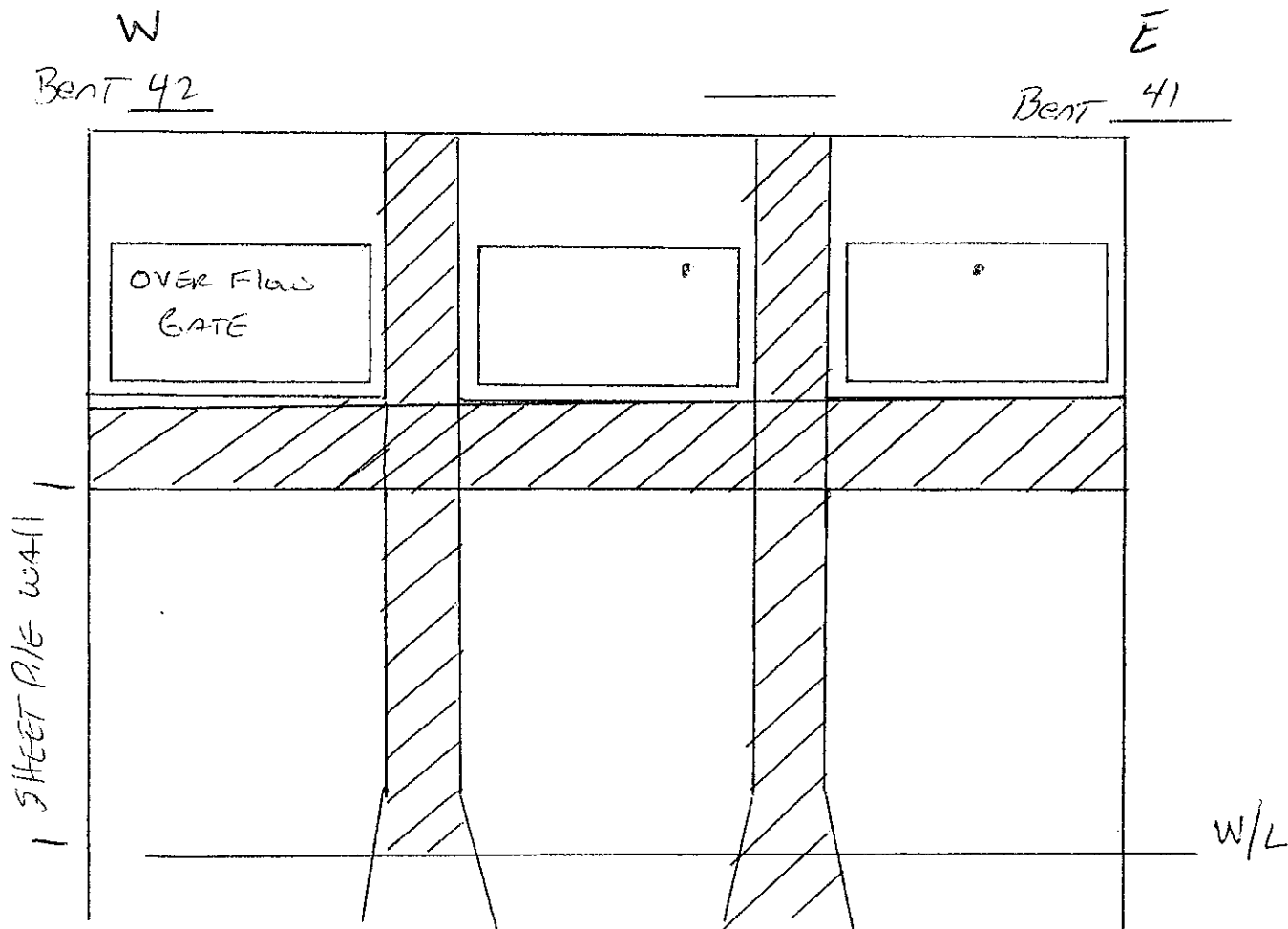
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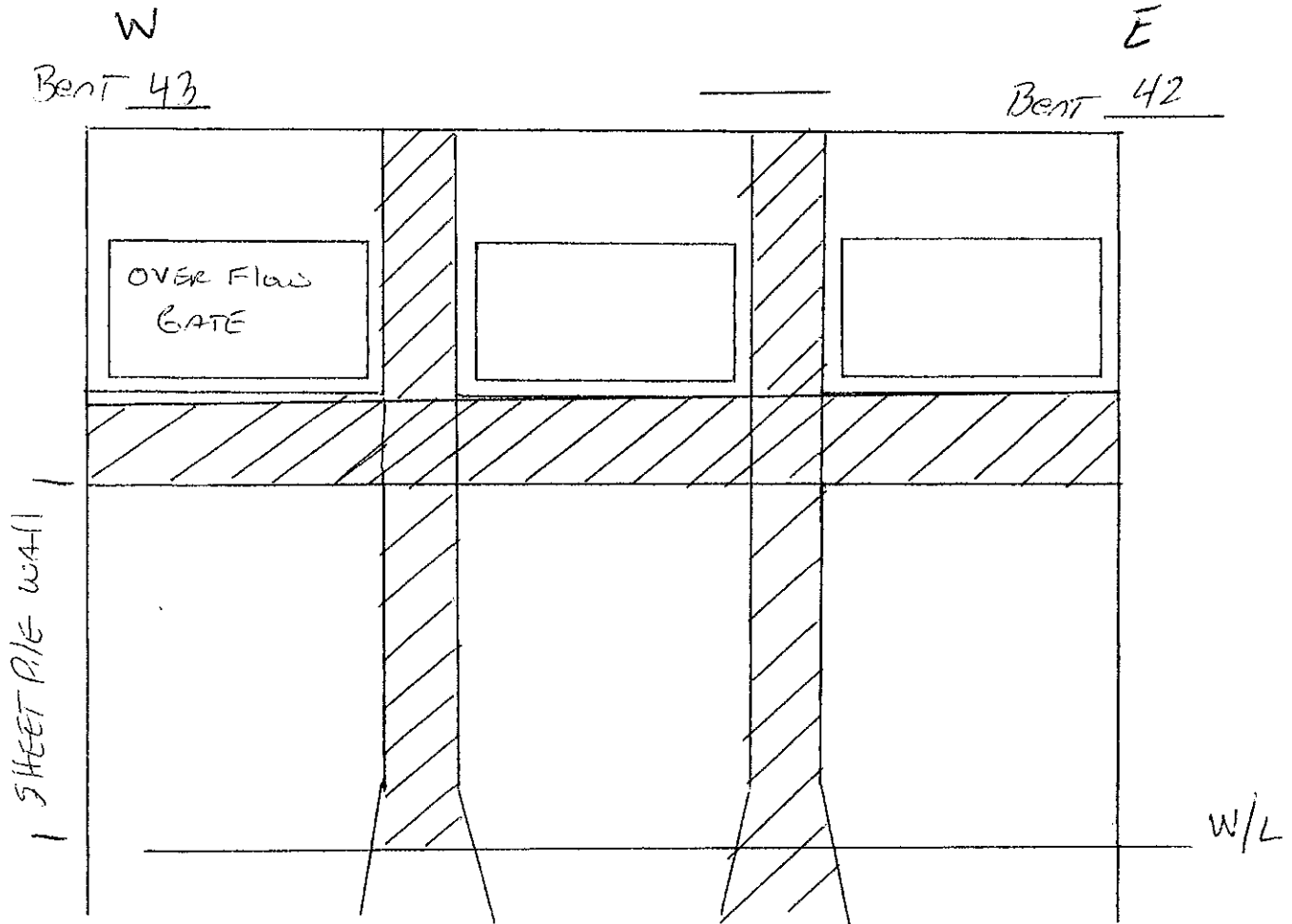
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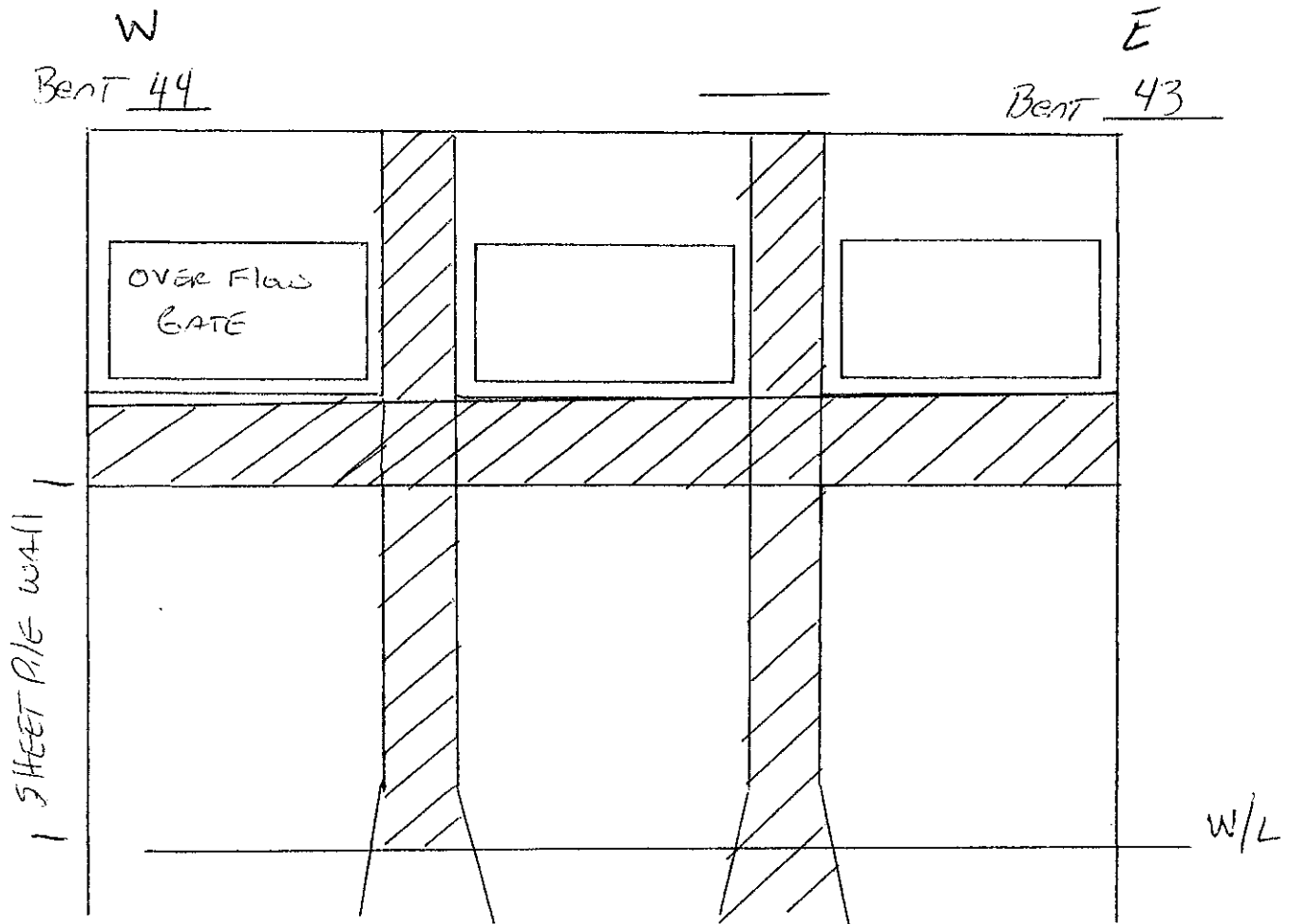
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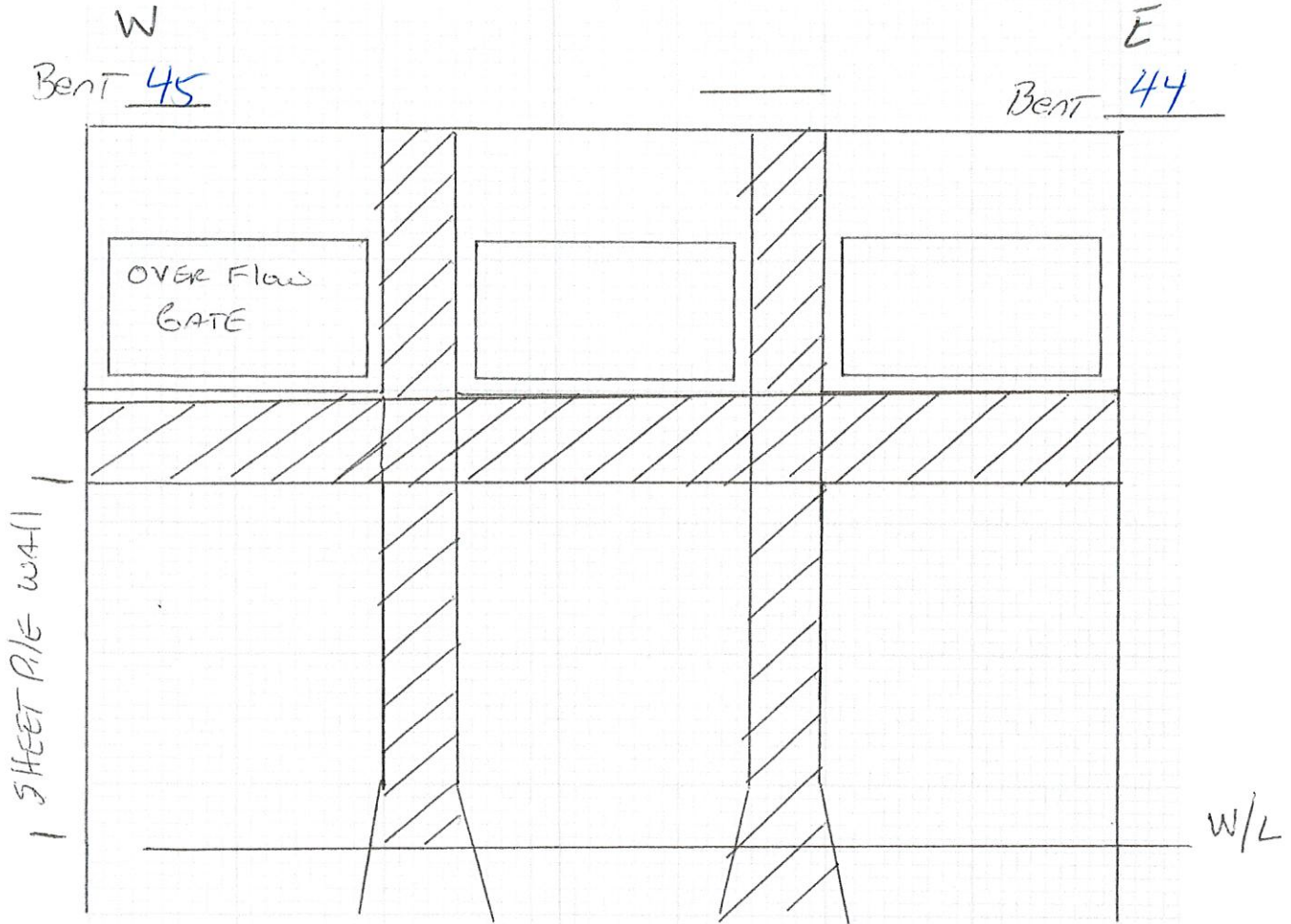
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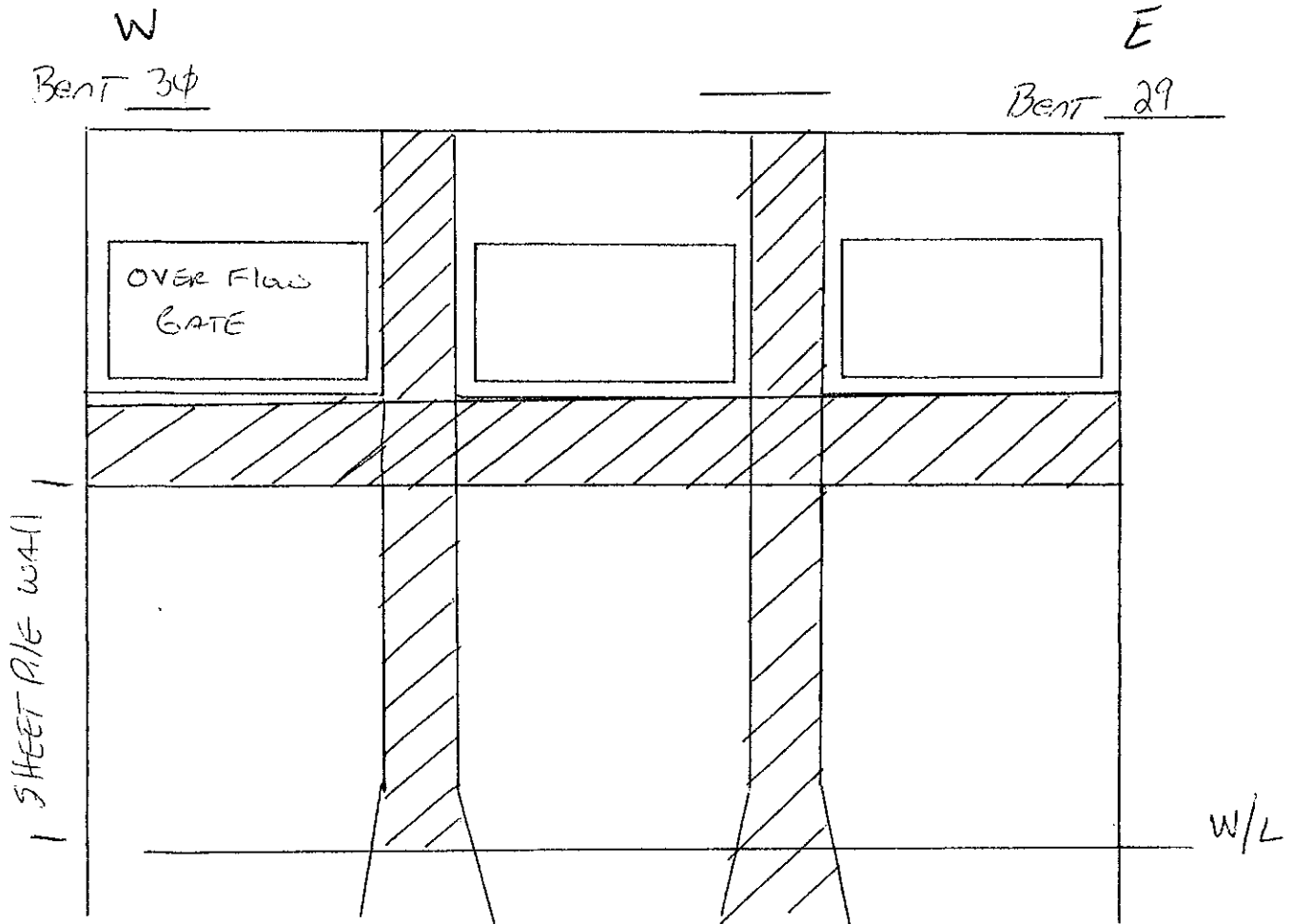
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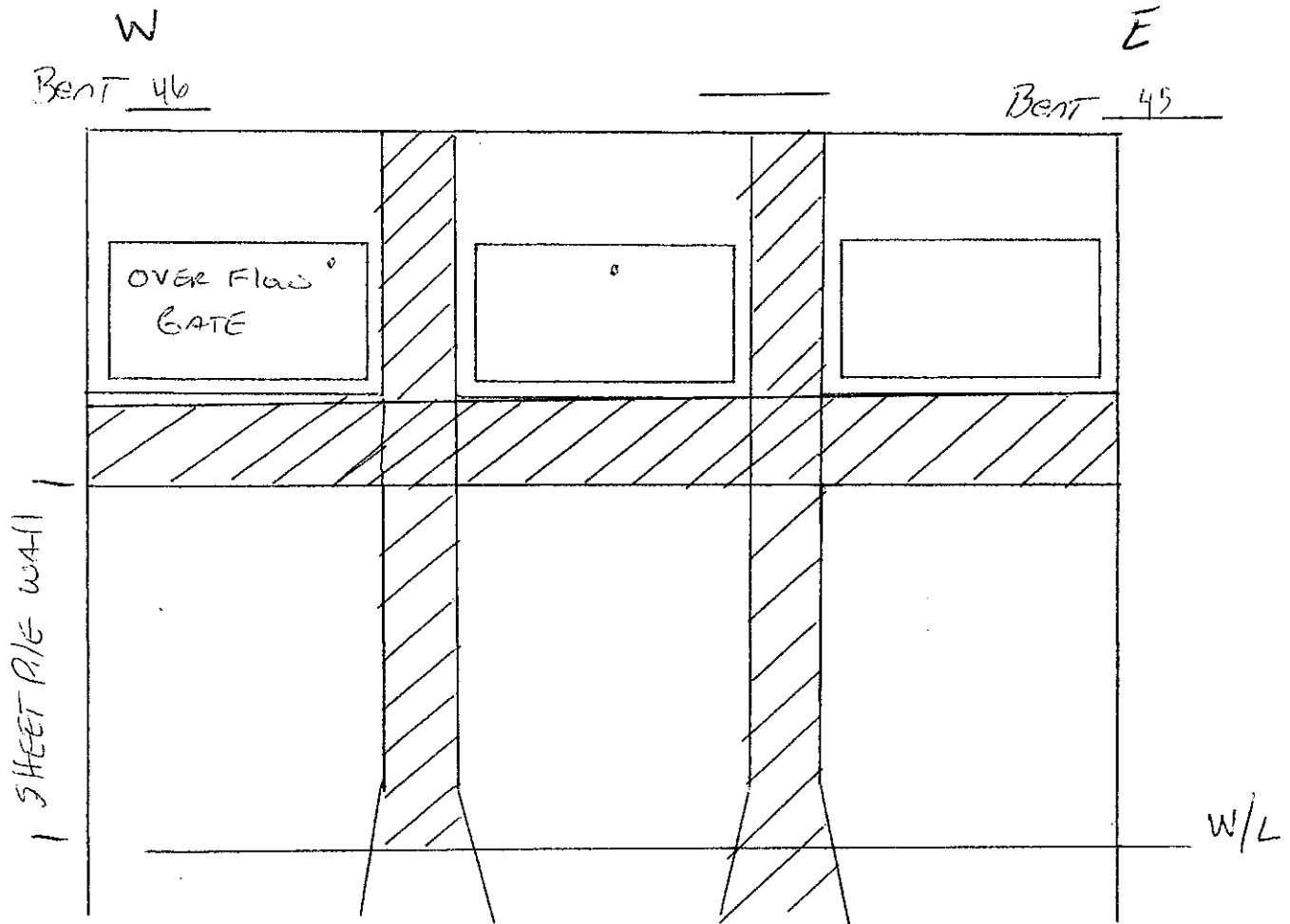
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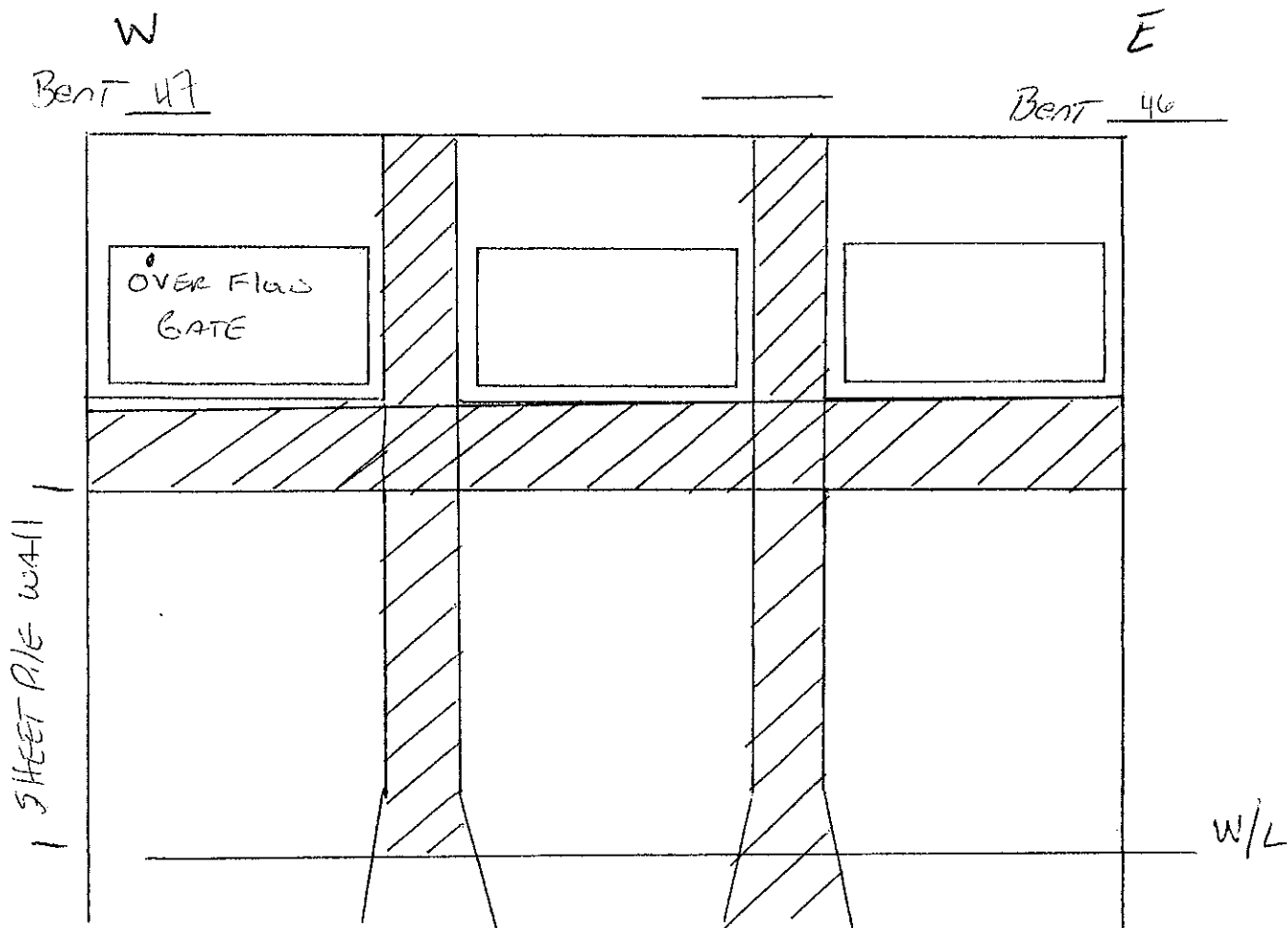
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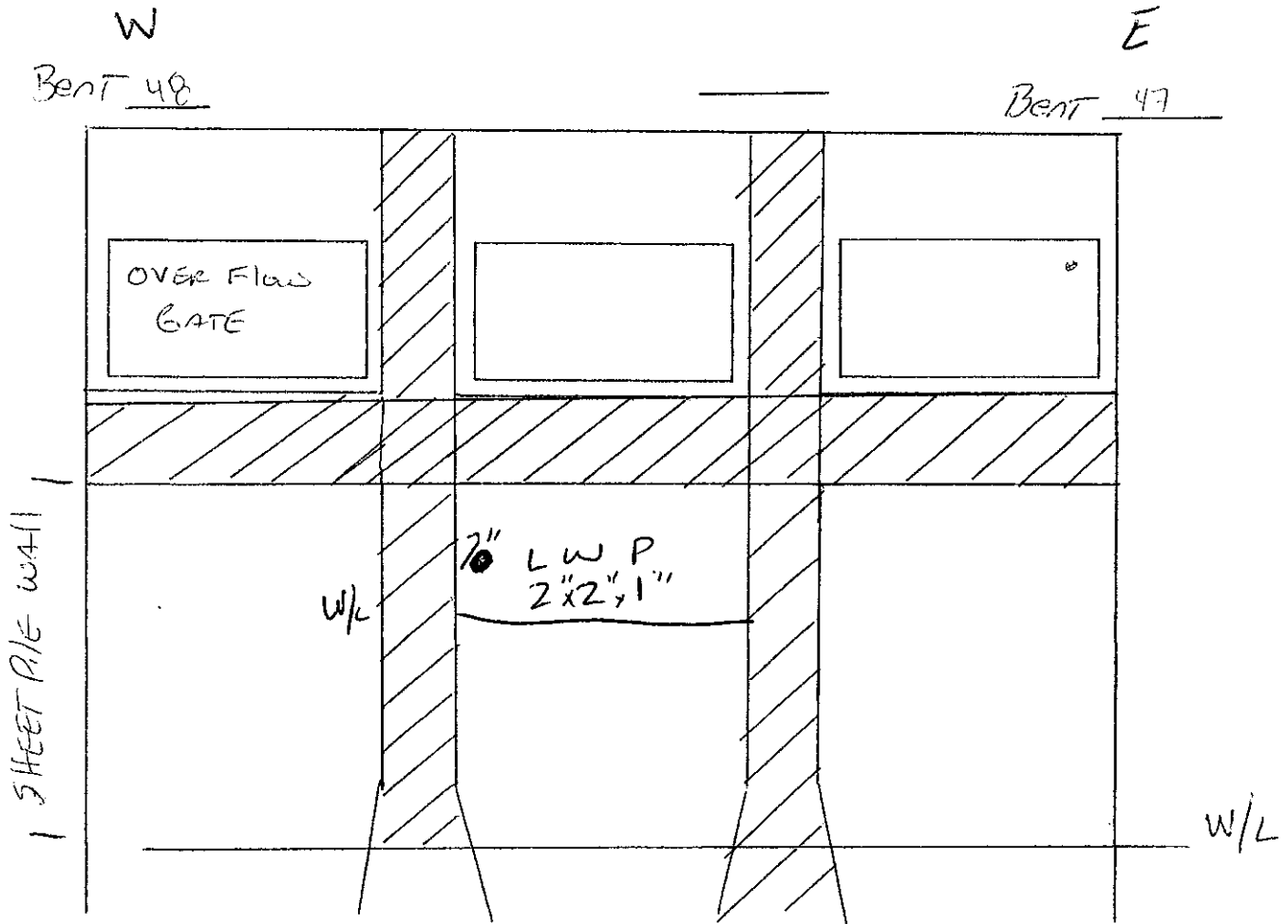
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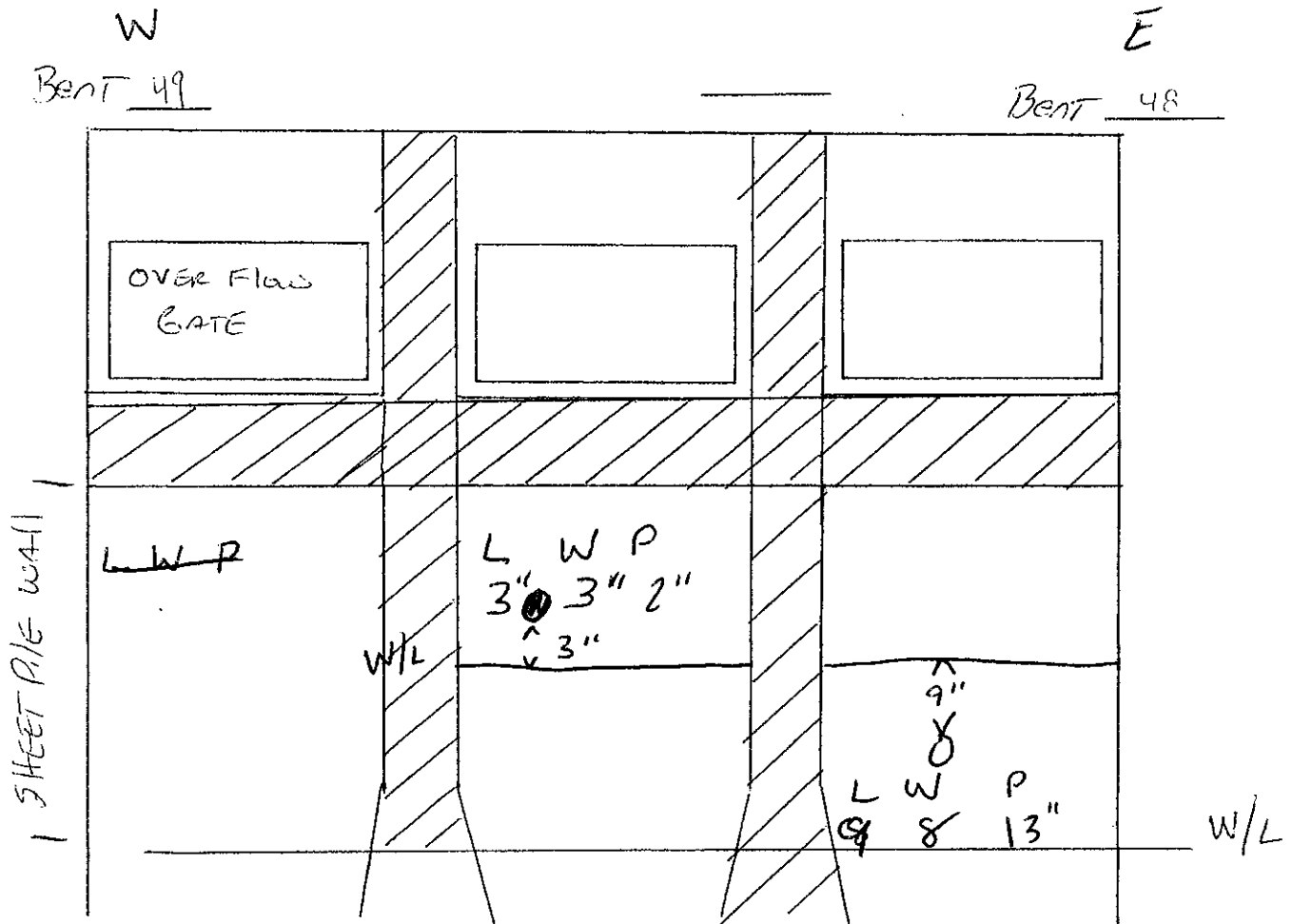
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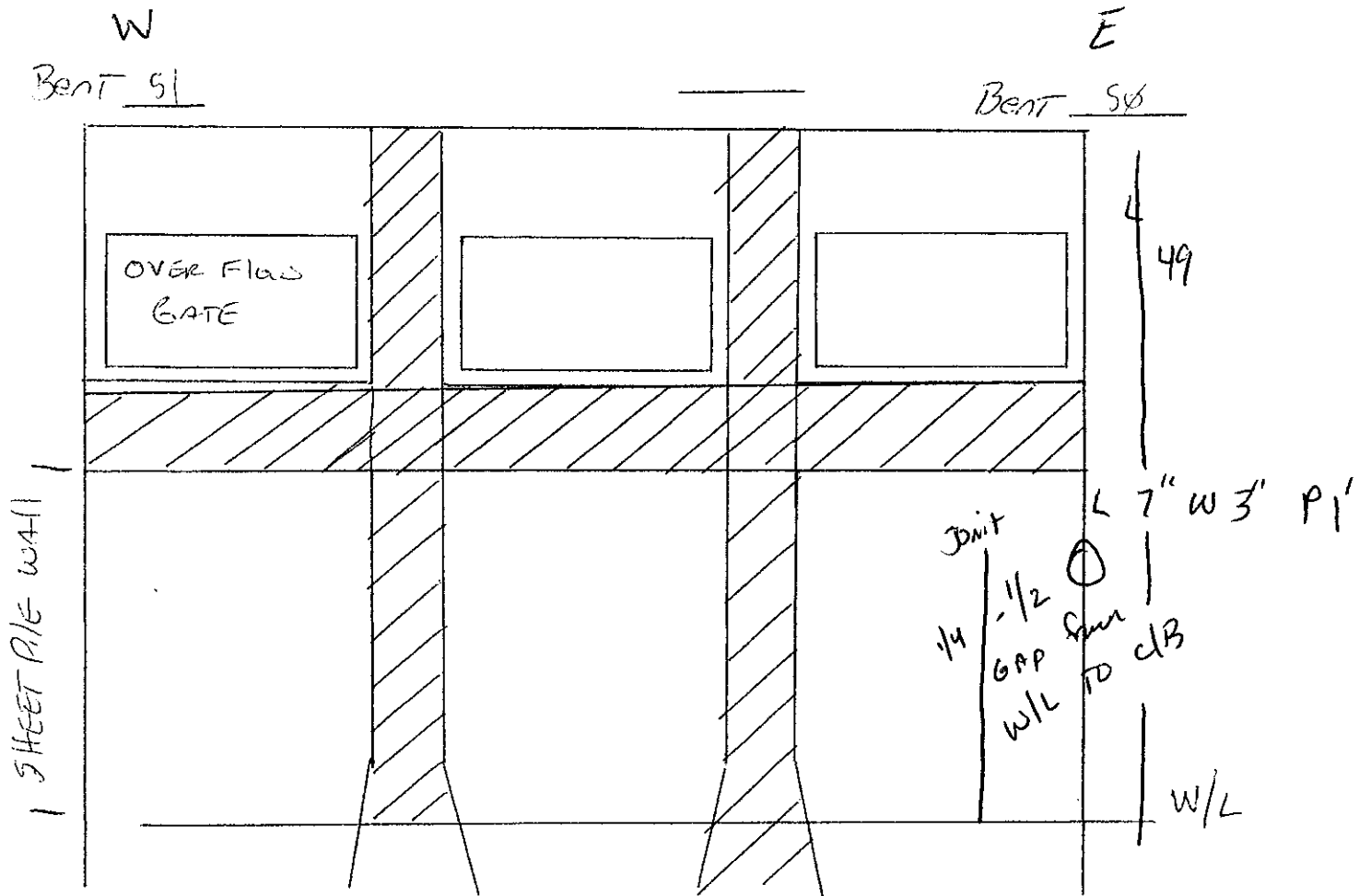
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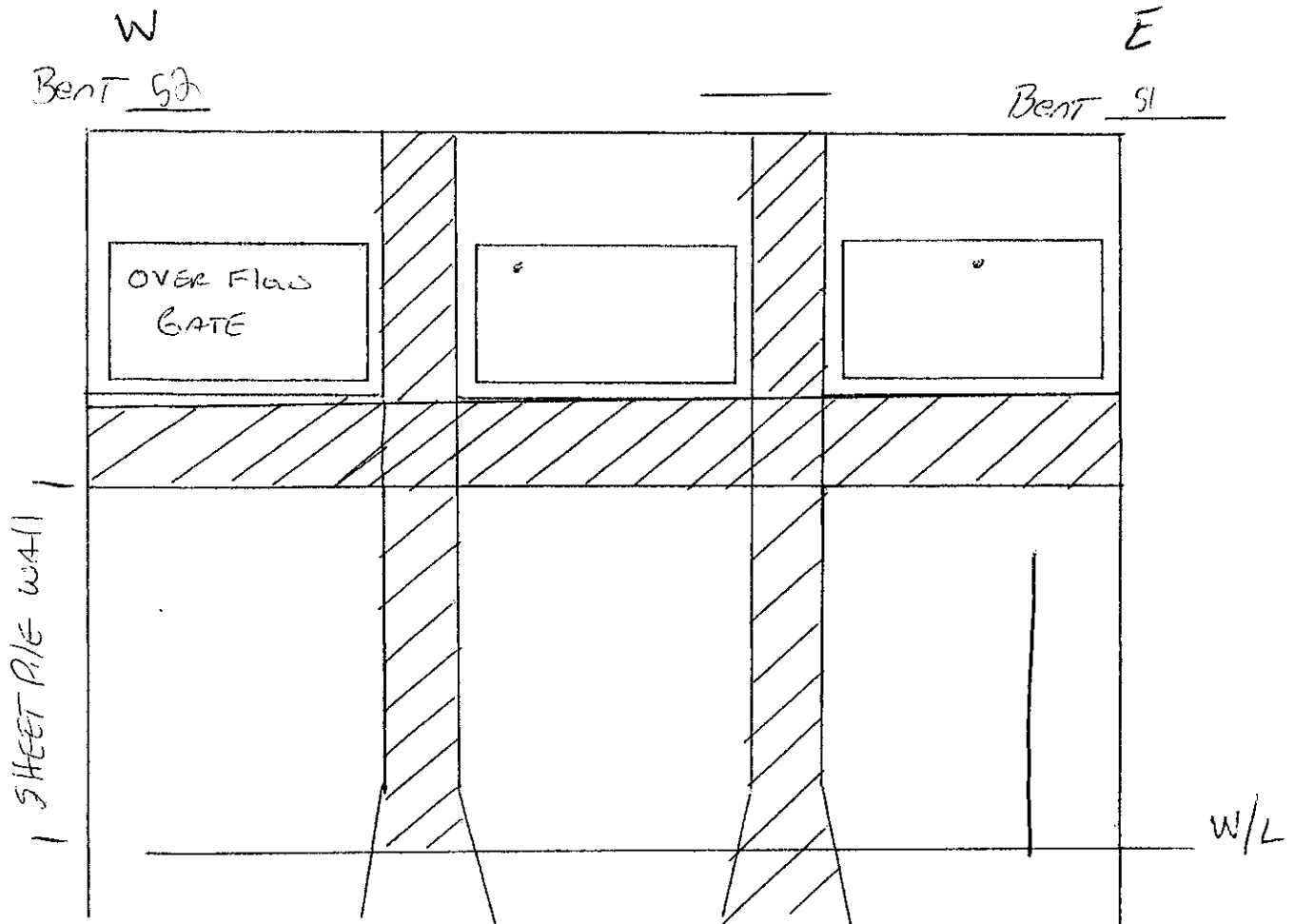
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 \_\_\_\_ SSU's Numbered  
 \_\_\_\_ Waterline Elev. Noted

\_\_\_\_ Sounding Lines  
 \_\_\_\_ Cond. of Banks Noted  
 \_\_\_\_ Islands, Dams, etc. Shown

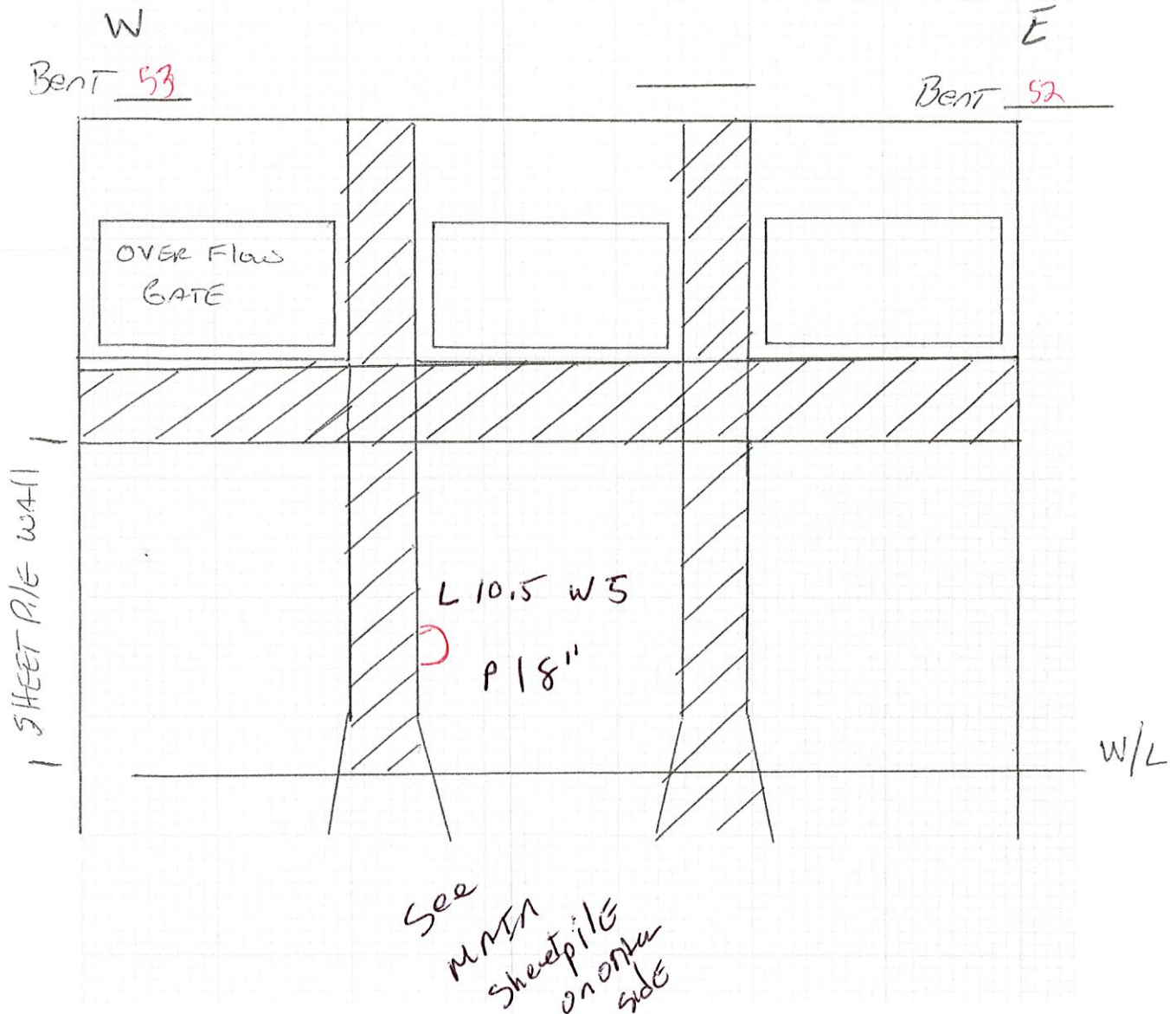
\_\_\_\_ Shorelines  
 \_\_\_\_ Necessary  
 \_\_\_\_ Measurements Taken

W/L WATER LINE

**PLAN** :Sketch a Plan of the Structure/Bridge SSU's Showing Shorelines. Indicate Piers Out of Water and Not Inspected. (Take Measurements as Necessary)

Bridge Name (Road/River, Milepost/River, etc.) \_\_\_\_\_

Bridge No. \_\_\_\_\_



**Checklist:**

\_\_\_\_ North Arrow  
 \_\_\_\_ SSU's Numbered  
 \_\_\_\_ Waterline Elev. Noted

\_\_\_\_ Sounding Lines  
 \_\_\_\_ Cond. of Banks Noted  
 \_\_\_\_ Islands, Dams, etc. Shown

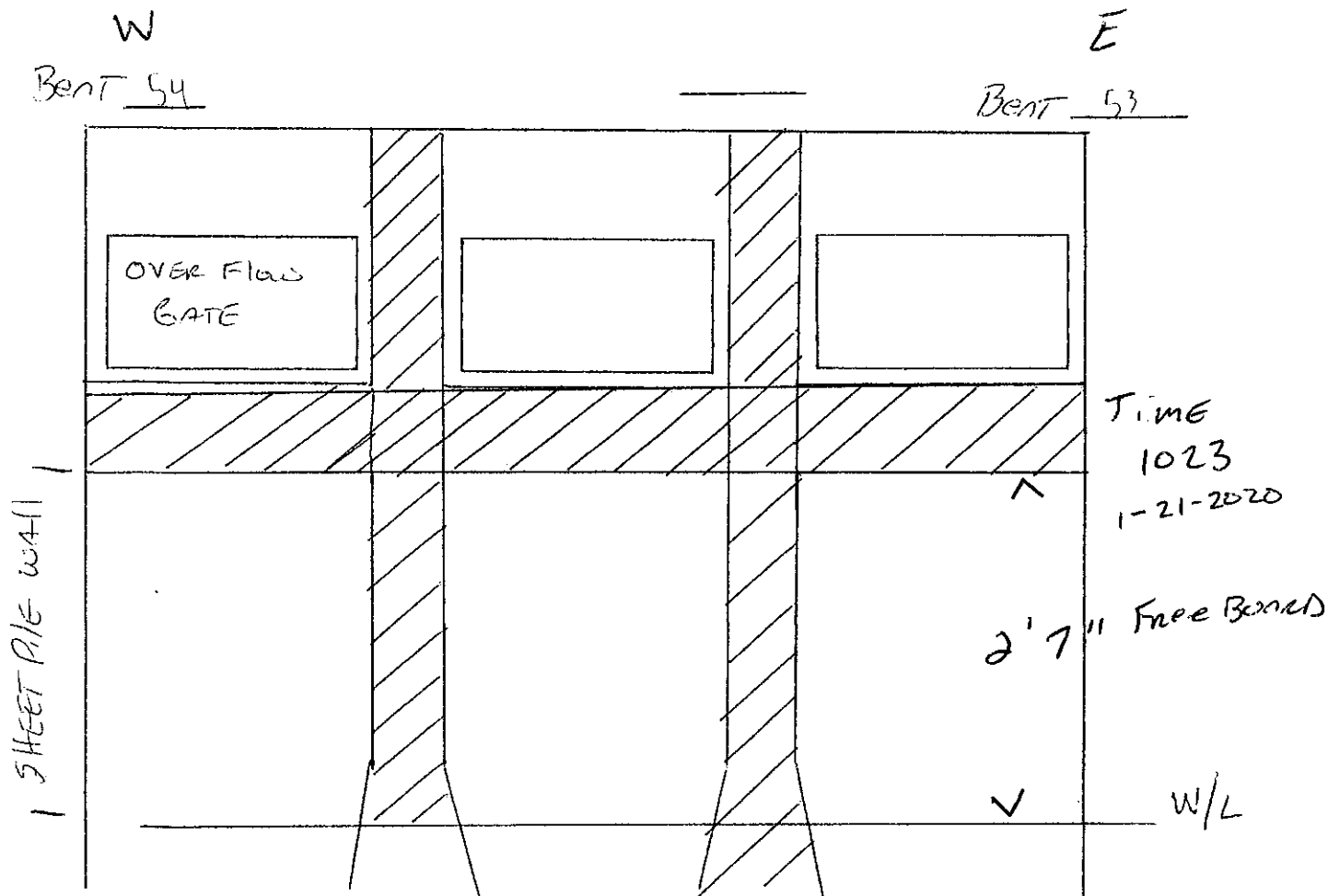
\_\_\_\_ Shorelines  
 \_\_\_\_ Necessary  
 \_\_\_\_ Measurements Taken

W/L WATER LINE.

**PLAN** : Sketch a Plan of the Structure/Bridge SSU's Showing Shorelines. Indicate Piers Out of Water and Not Inspected. (Take Measurements as Necessary)

Bridge Name (Road/River, Milepost/River, etc.) \_\_\_\_\_

Bridge No. \_\_\_\_\_



**Checklist:**

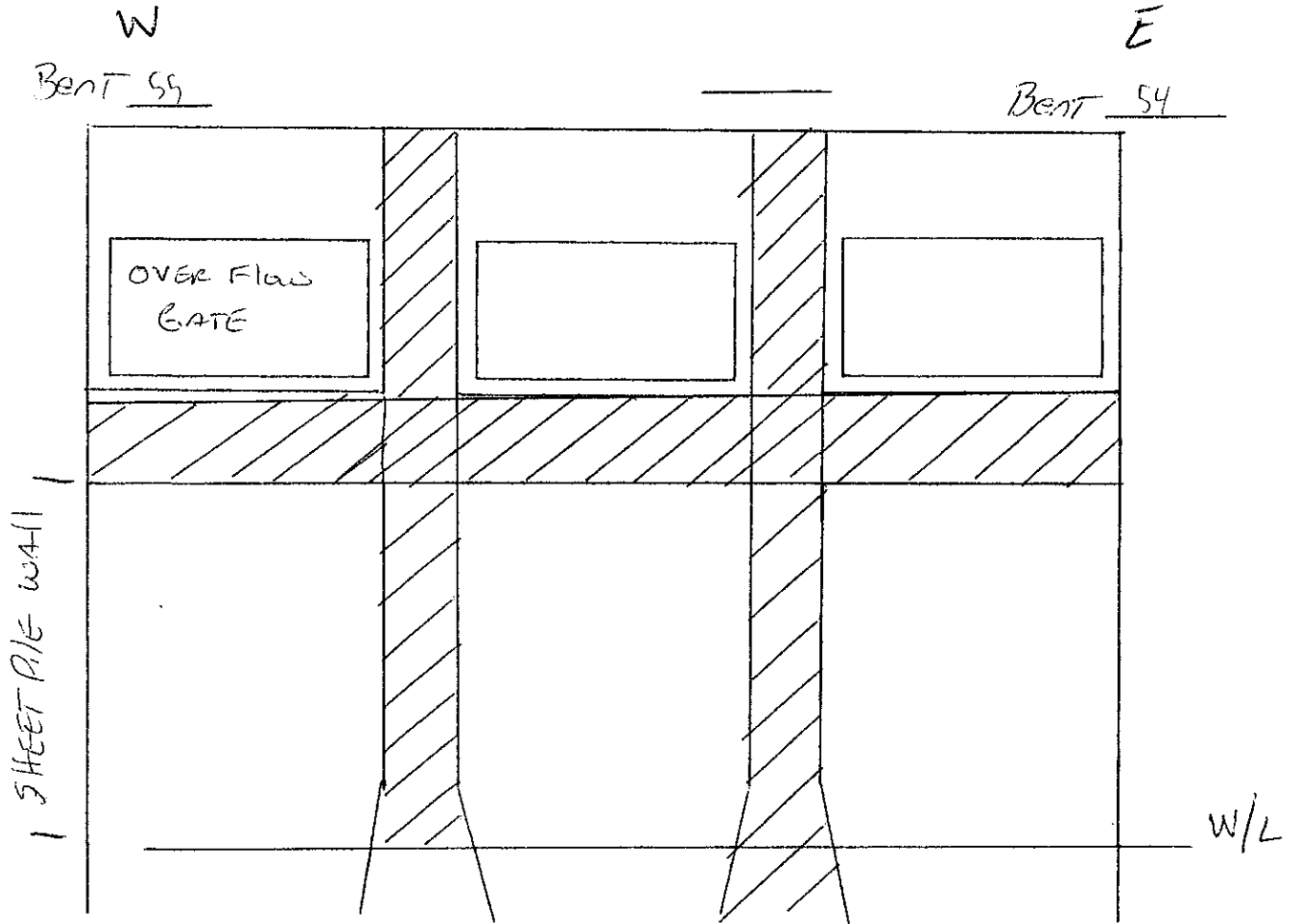
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> North Arrow           | <input type="checkbox"/> Sounding Lines            | <input type="checkbox"/> Shorelines         |
| <input type="checkbox"/> SSU's Numbered        | <input type="checkbox"/> Cond. of Banks Noted      | <input type="checkbox"/> Necessary          |
| <input type="checkbox"/> Waterline Elev. Noted | <input type="checkbox"/> Islands, Dams, etc. Shown | <input type="checkbox"/> Measurements Taken |

W/L WATER LINE

**PLAN** : Sketch a Plan of the Structure/Bridge SSU's Showing Shorelines. Indicate Piers Out of Water and Not Inspected. (Take Measurements as Necessary)

Bridge Name (Road/River, Milepost/River, etc.) \_\_\_\_\_

Bridge No. \_\_\_\_\_



**Checklist:**

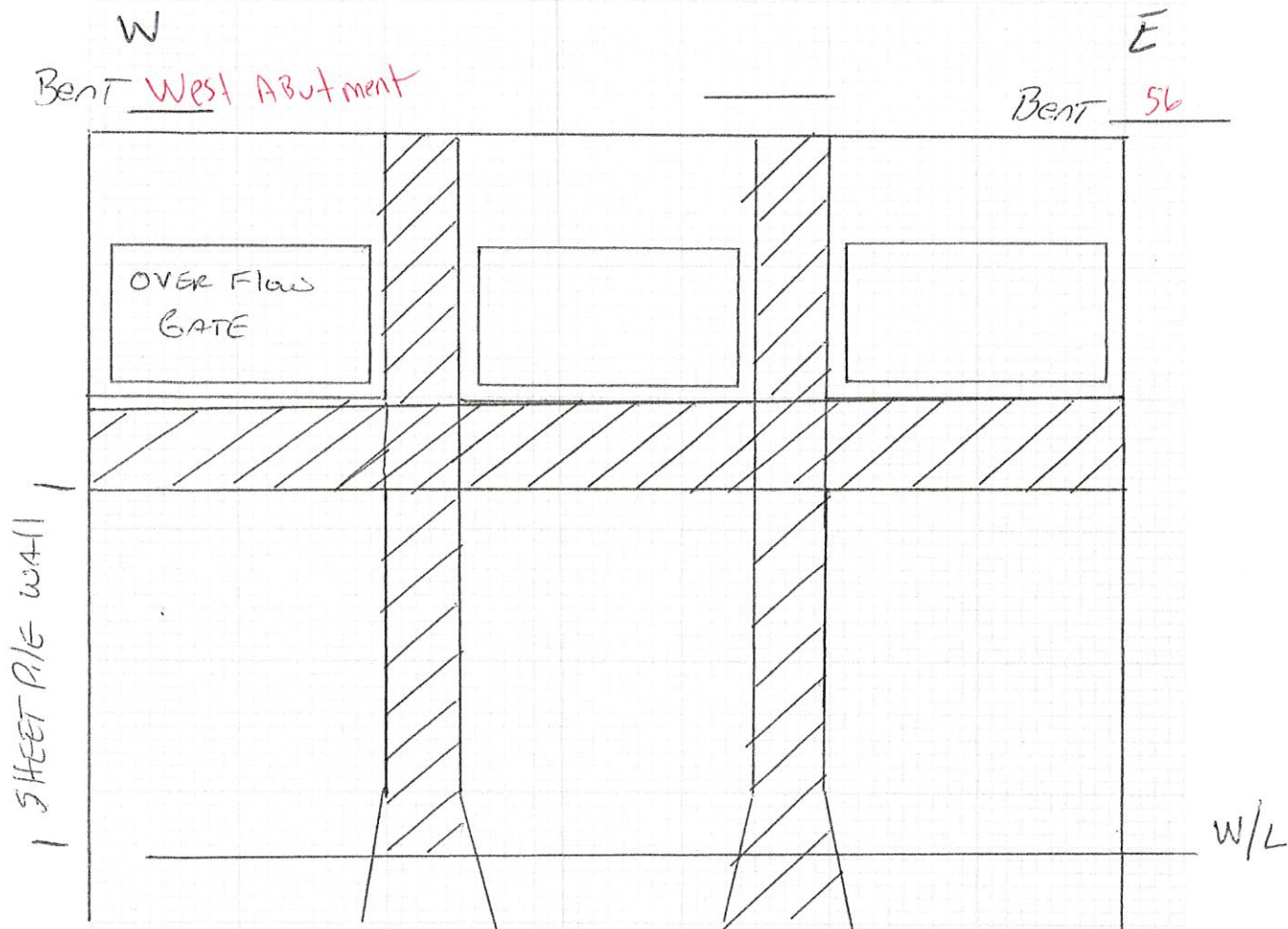
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> North Arrow           | <input type="checkbox"/> Sounding Lines            | <input type="checkbox"/> Shorelines         |
| <input type="checkbox"/> SSU's Numbered        | <input type="checkbox"/> Cond. of Banks Noted      | <input type="checkbox"/> Necessary          |
| <input type="checkbox"/> Waterline Elev. Noted | <input type="checkbox"/> Islands, Dams, etc. Shown | <input type="checkbox"/> Measurements Taken |

W/L WATER LINE

**PLAN** : Sketch a Plan of the Structure/Bridge SSU's Showing Shorelines. Indicate Piers Out of Water and Not Inspected. (Take Measurements as Necessary)

Bridge Name (Road/River, Milepost/River, etc.) \_\_\_\_\_

Bridge No. \_\_\_\_\_



**Checklist:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> North Arrow           | <input type="checkbox"/> Sounding Lines            | <input type="checkbox"/> Shorelines         |
| <input type="checkbox"/> SSU's Numbered        | <input type="checkbox"/> Cond. of Banks Noted      | <input type="checkbox"/> Necessary          |
| <input type="checkbox"/> Waterline Elev. Noted | <input type="checkbox"/> Islands, Dams, etc. Shown | <input type="checkbox"/> Measurements Taken |

W/L WATER LINE



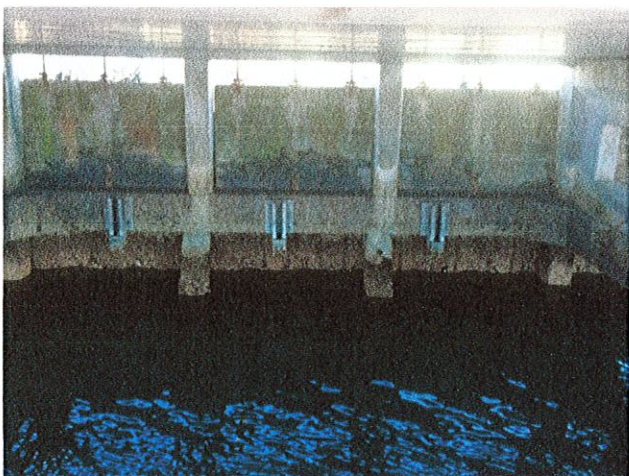
Typical Holes in old sheet pile wall, saltwater side.



Two holes in the sheet pile



Holes visible at low tide



Typical view, hard growth 100% about 1-2 inches



Fresh water side with typical cracks 1/16" wide.  
Also the cable for the cathodic protection has re-surfaced.



DIVING & MARINE SERVICES, LLC

Deer Park Dam Draw Down Structure

2019/2020



DIVING & MARINE SERVICES, LLC

**EXND Diving & Marine Services, LLC.**

**Frank Lasch Jr. President**

**113 Bailey Dr. Suite 4**

**Niceville, FL 32578**

**(850) 279-3290 Office**

**(910) 545-8250 Cell**

**[frank@exnddiving.com](mailto:frank@exnddiving.com)**

**February 13, 2020**

**To: Bobby Gibbs**

**Subject: Deer Park Dam Drawdown Structure.**

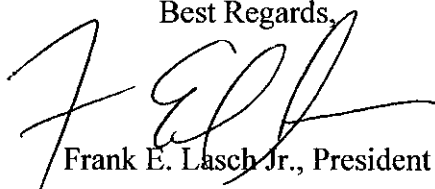
Mr. Gibbs,

EXND conducted the annual inspection of Deer Park Dam Drawdown Structure on January 21-24. Utilizing a 4-man dive team with surface supplied diving and diver worn video system. Divers inspected interior of the drawdown concrete culvert construction. No major defects or issues with structure. There is a crack that goes horizontal across the bay side of the gates approximately 3 inches above the top of the boxes on the flapper gates. This has been there since initial inspection and is still the same as far as crack width. All bearings were inspected and greased to ensure proper movement. Utilizing *Waterproof Green Grease Heavy Duty Synthetic Polymer EP Grease NGLI #2*. We also added corrosive preventor on the stainless-steel parts of the bearing. Light surface rust is present. *This will need to be applied on a quarterly basis to help reduce rust and longevity of the bearings.* Basic honeycombing on interior walls of structure. Apron is intact and no visible defects.

Inspection on the lake side showed no new defects than previously noted. There are still missing gaskets on the tops of certain gates. This can only be fixed if sheet pile is placed in front of the structure so dewatering can take place. This will not affect normal operation but will allow reduced amounts water to leak through. Apron is intact and no visible defects

Conclusion: Dear Park Dam Drawdown Structure is sound and in good condition. Zincs have 60% left and the Bay side gates need a pressure washing to reduce the weight on the gates.

Best Regards,

A handwritten signature in black ink, appearing to read 'F. Lasch Jr.', with a stylized, cursive script.

Frank E. Lasch Jr., President



DIVING MARINE SERVICES, LLC

EXND DIVING & MARINE SERVICES

UNDERWATER INSPECTION

RECORD

Structure: Draw Down Structure

Waterway: \_\_\_\_\_

GPS Coordinates: N/A

Date of Inspection: January 22, 2020

Supervisor: Frank Lasch Jr.

Inspector/Tender: J. Oxnard – A.  
Preston

Notetaker: Frank Lasch Jr.

## EMERGENCY INFORMATION

Dive Site Location: Bay County Drawdown Structure  
Decompression Chamber Location: ALABAMA Phone No.: \_\_\_\_\_  
Hospital Location: Bay County Phone No.: \_\_\_\_\_  
Physician Location: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Transportation: POV / 911

Nearest Rescue Center (Coast Guard, Fire Dept., etc.)

Location: \_\_\_\_\_ Phone No.: \_\_\_\_\_

### NATIONAL DIVING ACCIDENT NETWORK:

Duke University Medical Center

U.S. Navy Experimental Diving Unit  
Emergency Assistance (919) 684-8111  
Panama City, Florida

Duty Phone (850) 230-3100

Be Ready With: Name of Patient, Location of Incident, Nature of Injury.

If You Receive a Busy Signal, Call the Operator and State That This is a Life or Death Situation.  
Request That the Circuit Be Broken.


## PREDIVE OPERATIONS CHECKLIST AND BRIEFING RECORD

## Day 1

## Day 2


- ### 1. Conduct Briefing:

- a. Describe Task and Assignments
- b. Check Health of Divers
- c. Review Safety Procedures, Including Line Pull and Hand Signals



✓



- d. Describe Any Modifications to Standard Operating Procedures
- e. Review Job Hazard Analysis
- f. Safe Practices Manual on Hand



✓

Year	Percentage of Population Aged 65 and Over
1950	7.0
1960	8.0
1970	9.0
1980	10.0
1990	11.0
2000	12.0
2010	13.0
2020	14.0
2030	15.0
2040	16.0
2050	16.5

✓

✓

- ## 2. First Aid Kit

- Approved Kit on Site
- First Aid Book
- Bag Type Resuscitator
- Emergency Aid List w/ Phone Numbers
- Cell Phone and Marine Radio

✓

✓



\_\_\_\_\_

✓

✓

- ### 3. Time Keeping Device

- a. **Wrist Watch or Other**

✓

✓

- #### 4. Inspection Equipment

✓

✓

- ## 5. Notice to Mariners

$$P(a$$
 $\sim 1\alpha$ 

**Completed By:**

792

(Dive Supervisor)

Time: \_\_\_\_\_

Date: 1-22-2020

(INITIAL ALL SPACES DURING REVIEW)

# **POSTDIVE OPERATIONS CHECKLIST AND BRIEFING RECORD**

Date: \_\_\_\_\_

Day 1

Day 2

1. Check Condition of All Divers

✓

✓

2. Check Health of All Divers

✓

3. Advise Divers of Location of Nearest Decompression Chamber Which is Ready for Use

✓

✓

4. Alert Divers of Hazards of Flying After Diving, If Applicable

✓

✓

5. Dive Logs are filled out

✓

✓

Completed By: \_\_\_\_\_

*[Signature]*

(Dive Supervisor)

Time: 0800

Date: 1-22-2020

(INITIAL ALL SPACES DURING REVIEW)

Remarks: (Include Any Injuries or Accidents, Descriptions of Decompression Sickness Symptoms, Treatments and Results):

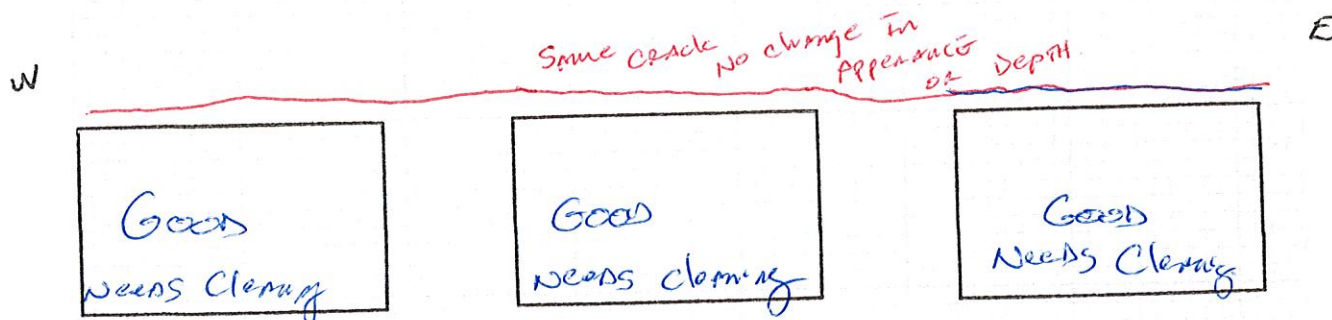
*All divers OK.*

TO BE RETAINED FOR 3 YEAR, 5 YEARS IF DECOMPRESSION SICKNESS INCIDENT IS INVOLVED.

TYPICAL ELEVATIONS OF SSU's (CONT.):

SEAWATER SIDE EAST TO WEST GATES 1 2 3

3 2 1



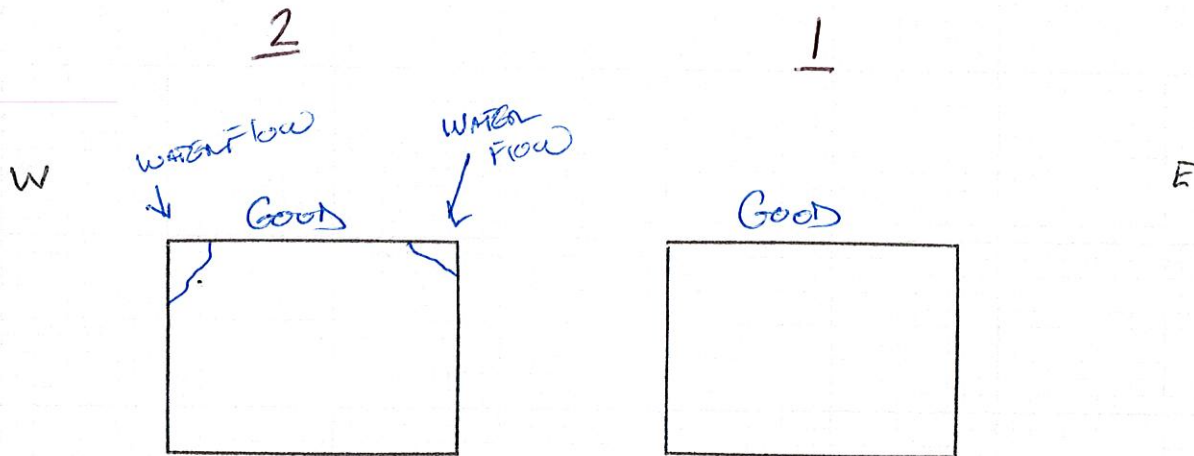
Zincs 60% Left.

**TYPICAL ELEVATIONS OF SSU's:**

Sketch Typical SSU Elevations.

FRESH WATER SIDE  
EAST TO WEST

GATES 1 2



**Checklist:**

Construction Materials Noted \_\_\_\_\_

SSU's Numbered \_\_\_\_\_

**TYPICAL ELEVATIONS OF SSU's:**

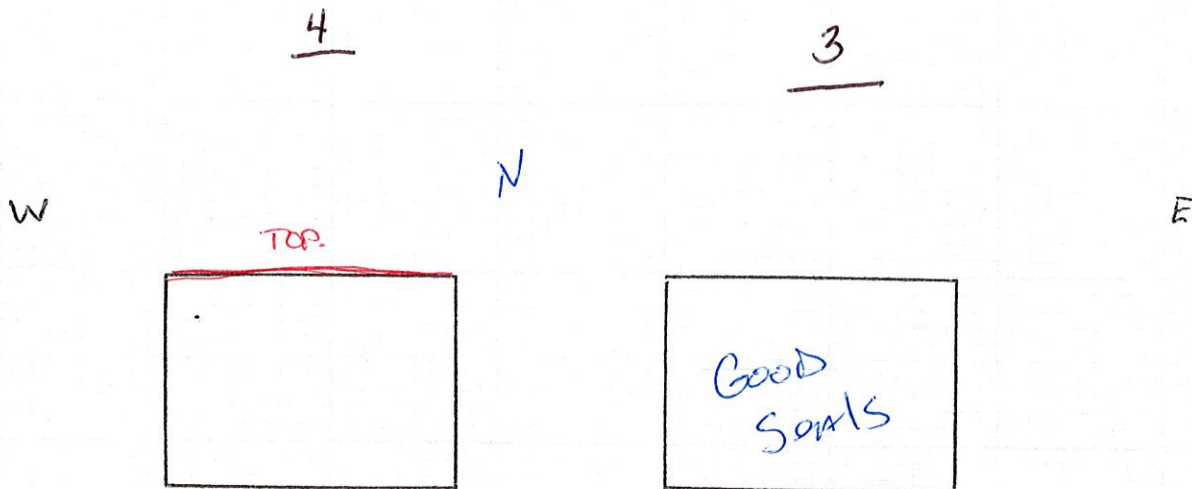
Sketch Typical SSU Elevations.

FRESH WATER SIDE  
EAST TO WEST

GATES

3

4



— missing seal top #4

**Checklist:**

Construction Materials Noted \_\_\_\_\_

SSU's Numbered \_\_\_\_\_

S

**TYPICAL ELEVATIONS OF SSU's:**

Sketch Typical SSU Elevations.

FRESH WATER SIDE  
EAST TO WEST

GATES

5

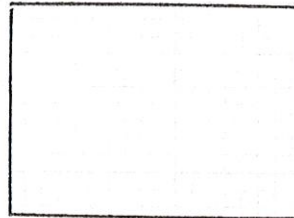
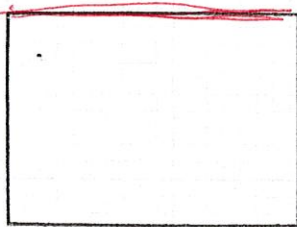
6

6

5

W

E



— NO SEAL TOP #6

**Checklist:**

Construction Materials Noted \_\_\_\_\_

SSU's Numbered \_\_\_\_\_

TYPICAL ELEVATIONS OF SSU's (CONT.):

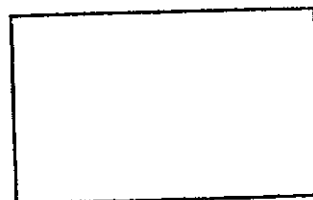
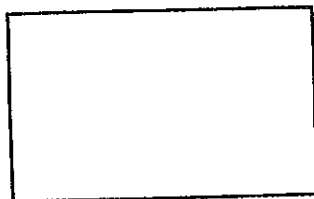
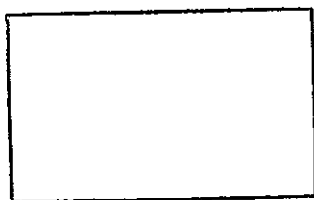
SEAWATER SIDE      GATES    4    5    6  
EAST TO WEST

6

5

4

W



E

**TYPICAL ELEVATIONS OF SSU's:**

Sketch Typical SSU Elevations.

FRESH WATER SIDE  
EAST TO WEST

GATES

7

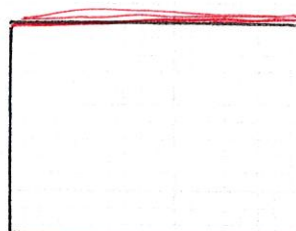
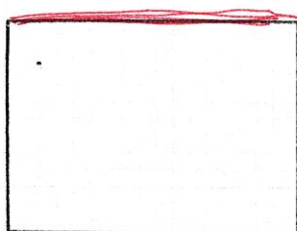
8

8

7

W

E



————— WATER ENTERING TOP # 7,8 NO GASKET

**Checklist:**

Construction Materials Noted \_\_\_\_\_

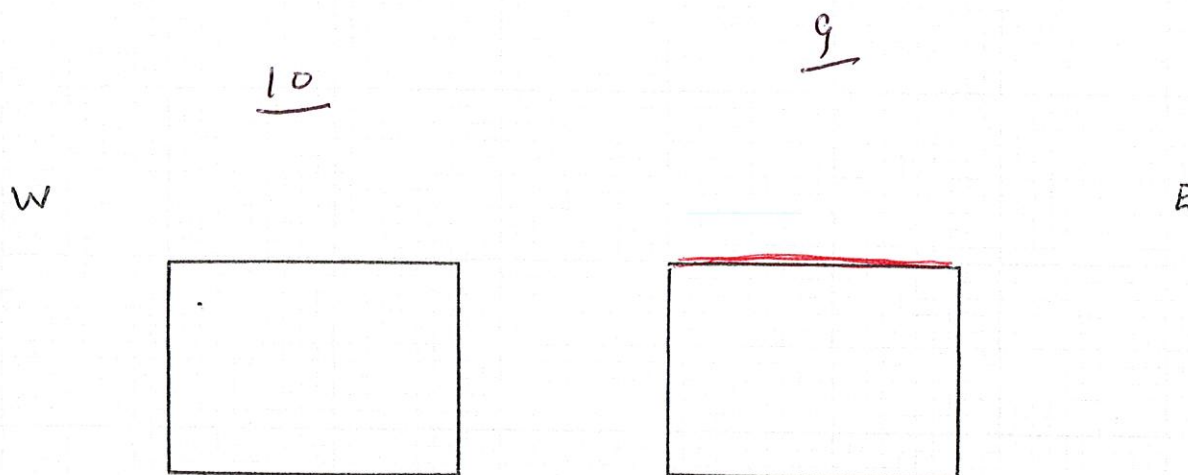
SSU's Numbered \_\_\_\_\_

**TYPICAL ELEVATIONS OF SSU's:**

Sketch Typical SSU Elevations.

FRESH WATER SIDE  
EAST TO WEST

GATES 9 10



**Checklist:**

Construction Materials Noted \_\_\_\_\_

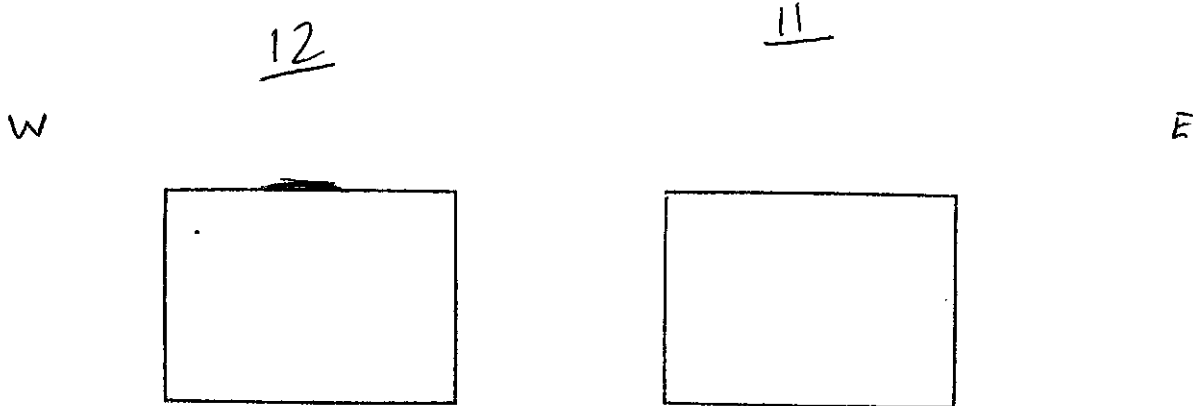
SSU's Numbered \_\_\_\_\_

**TYPICAL ELEVATIONS OF SSU's:**

Sketch Typical SSU Elevations.

FRESH WATER SIDE  
EAST TO WEST

GATES 11 12



**Checklist:**

Construction Materials Noted \_\_\_\_\_

SSU's Numbered \_\_\_\_\_





DIVING & MARINE SERVICES, LLC

Williams Bayou Pump Station

2019/2020



DIVING & MARINE SERVICES, LLC

**EXND Diving & Marine Services, LLC.**

**Frank Lasch Jr. President**

**113 Bailey Dr. Suite 4**

**Niceville, FL 32578**

**(850) 279-3290 Office**

**(910) 545-8250 Cell**

**[frank@exnndiving.com](mailto:frank@exnndiving.com)**

**February 18, 2020**

**To: Bobby Gibbs**

**Subject: Williams Bayou Pump Station.**

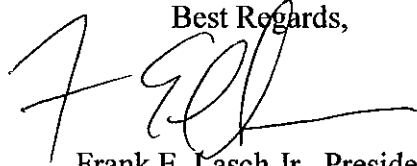
Mr. Gibbs,

EXND conducted the annual inspection of Williams Bayou Pump Station on February 18, 2020. Utilizing a 5-man dive team with surface supplied diving and diver worn video system. Divers inspected all 7 pump stations and the interior fence and outer fences. We found substantial damage to the interior fence with having sections disconnected from the lower section of the fence; as well as 4 broken support pile pipes. The damage is a result from Hurricane Michael and entire fence need to be rebuilt. Minor repairs will be conducted until replacement can be done.

We conducted an inspection of the pump stations 1-7, All screens on the pumps are intact and bolts satisfactory. Pumps 1-3 have very light build up inside the concrete containment box. Pumps 4-5 had build up requiring a blow down prior to using them. Pumps 6-7 are clear and of silt build up. There is a silt build up that wipes off with the hand, a reverse blow out will clear them. Maintenance was on site and going to conduct that after we got out of the water.

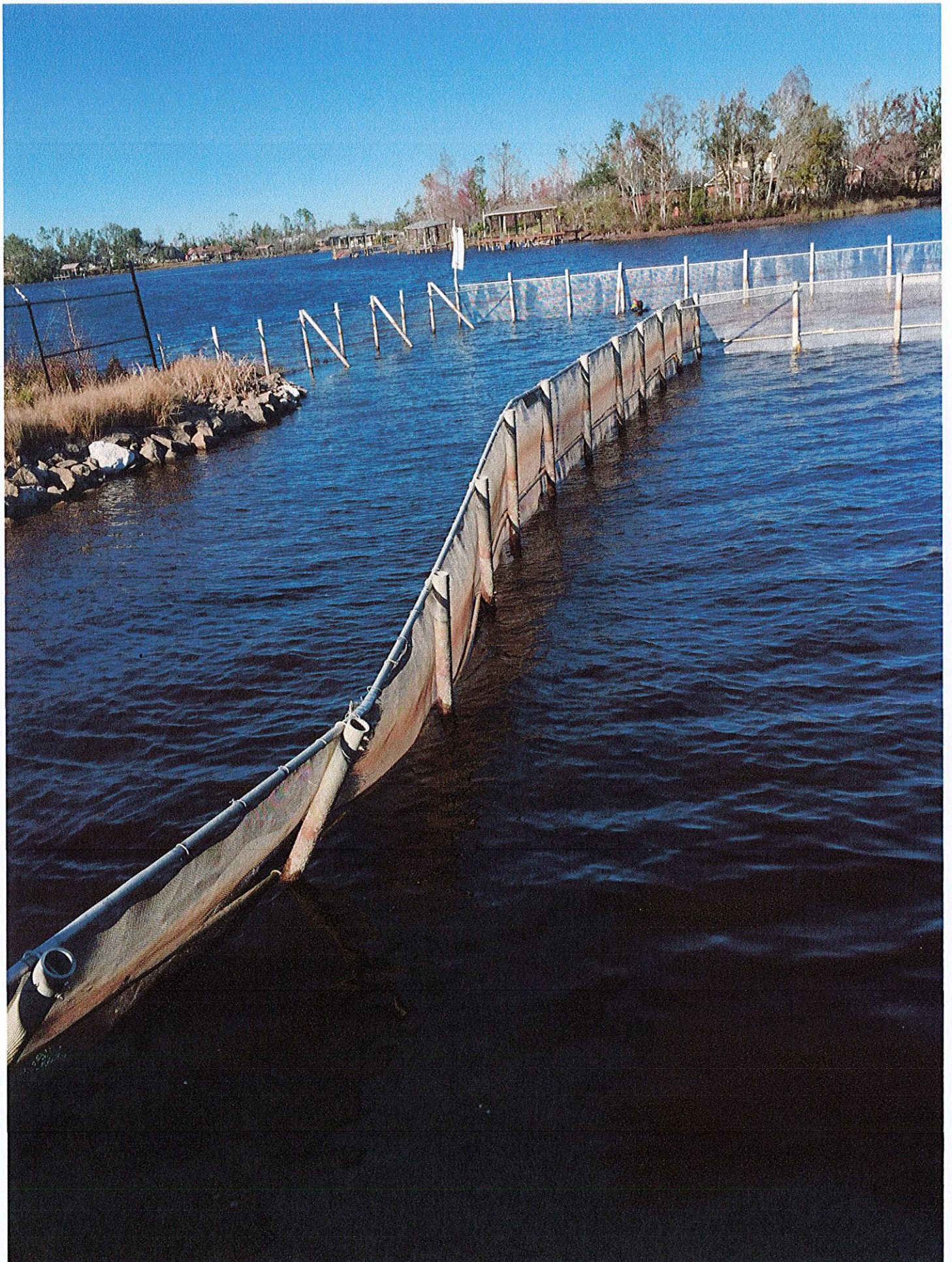
Conclusion, all Pumps are in satisfactory condition. The primary and secondary fence need additional protection to ensure zero damage. The current damage is a direct result of Hurricane Michael and needs immediate repair until a perennate fix. Additional support and protection are needed to harden the fence line from abnormal weather conditions i.e. Hurricanes.

Best Regards,

A handwritten signature in black ink, appearing to read 'F. Lasch Jr.', with a stylized, flowing script.

Frank E. Lasch Jr., President











## Bay County Board of County Commissioners Agenda Item Summary

### Utility Services Dive Services Contract

**DEPARTMENT MAKING REQUEST/NAME:**

Utility Services Department Benjamin Blitch, P.E., Director

**MEETING DATE:** 10/3/2017

**REQUESTED MOTION/ACTION:**

Board: 1) Approve a one-year contract, with three (3) one-year renewal options, to EXND Diving & Marine Services, LLC. for diving services, and 2) Authorize the Chairman to execute the agreement

**AGENDA**

Utility Services - Consent

**BUDGETED ITEM?** Yes**BUDGET ACTION:**

None Needed

**FINANCIAL IMPACT SUMMARY STATEMENT:**

This item is budgeted in the FY 2018 budget.

**BACKGROUND:**

Utility Services requires dive services to perform underwater inspections, identify visible structural problems, perform routine maintenance and perform repair work at various facilities including, but not limited to, Deer Point Dam, Deer Point drawdown structure, Williams Bayou Pumping Station, Econfina Pumping Station, and Water Treatment Plant tanks and basins.

In response to ITB 17-42, bids were received from four companies: EXND Diving & Marine Services, LLC; Inn Depth Co.; Waterfront Property Services LLC; and Cheyenne Diving, LLC. EXND Diving & Marine Services, LLC provided the lowest bid with a base price of \$101,365.40. The Bid Tabulation Sheet for Bid ITB 17-42 is attached as **Exhibit 1**.

**ATTACHMENTS:****Description****Type**

ITB 17-42 Bid Tabulation Sheet

Exhibit

EXND Diving & Marine Services LLC 17-42 Dive Services Contract

Exhibit



**BOARD OF COUNTY  
COMMISSIONERS**

WWW.BAYCOUNTYFL.GOV

Purchasing Department  
840 West 11<sup>th</sup> Street, Suite 2500  
Panama City, FL 32401  
Telephone: (850) 248-8270  
Fax: (850) 248-8276

**NOTICE OF AWARD**

Mr. Frances E. Lasch, Jr.  
EXND Diving & Marine Services, LLC  
113 Bailey Drive, Suite 4  
Niceville, FL 32546

**PROJECT DESCRIPTION: 17-42 Utility Services Dive Services**

Bay County has considered the Bid submitted by you for the above described WORK in response to its Invitation to Bid Number 17-42 dated August 25, 2017. You are hereby notified that your bid has been accepted.

You are required by the Information for Bidders to execute the Agreement and furnish a W-9 and certificates of insurance (naming Bay County BOCC as additional insured) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said W-9 and certificates of insurance within ten (10) calendar days from the date of this Notice, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your bid as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 5<sup>th</sup> day of October, 2017.

**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

By: 

Title: Purchasing Director

cc: Clerk

840 WEST 11<sup>TH</sup> STREET  
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM  
DISTRICT I

ROBERT CARROLL  
DISTRICT II

WILLIAM T. DOZIER  
DISTRICT III

GUY M. TUNNELL  
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS  
DISTRICT V

ROBERT J. MAJKA JR.  
COUNTY MANAGER

## **CONTRACT 17-42 UTILITY SERVICES DIVE SERVICES**

This Contract, dated October 3, 2017 is between the Bay County Board of County Commissioners, located at 840 West 11<sup>th</sup> Street, Panama City, FL 32401 ("County"), and EXND Diving & Marine Services, LLC, located at 113 Bailey Dr., Suite 4, Niceville, FL 32578 ("Contractor").

### **1. Scope of Work**

The County desires to hire Contractor to provide all labor, materials, equipment, tools, transportation and supplies required to perform diving services to the Utility Services Department's Water and Wastewater Divisions. Diving Services include but are not limited to scheduled inspections, cleaning, and routine maintenance as further described in **Exhibit 1 Scope of Services**.

The Contractor hereby agrees to provide the services to the County according to ITB 17-42 said documents being incorporated into this agreement as if fully set out herein, and the Contractor's response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

### **2. Term**

This Contract shall commence upon execution by the County and continue in effect through September 30, 2018. Upon mutual agreement between the County and the Contractor, the contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

No price adjustments may be allowed during the first twelve (12) months of the contract. Price increases will be considered after the first 12 months if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of this contract.

### **3. Contract Price**

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's invoice and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit an invoice for payment to the Utility Services Department for those specific services, as described in this Agreement, ITB 17-42 and the Contractor's proposal cost, that were satisfactorily completed during that invoicing period.

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in Exhibit 2.

4. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Utility Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. Records / Audits

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

a. Keep and maintain public records required by the County in order to perform the service;

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

#### 10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, [publicrecords@baycountyfl.gov](mailto:publicrecords@baycountyfl.gov) or 840 W. 11th Street, Panama City, Florida 32401.

#### 11. County Representative

The County Utility Services Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

#### 12. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

13. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 3** to this Contract and incorporated by reference.

14. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor, or by any other person.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

d. This section survives termination or expiration of this Contract.

15. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

d. This section survives termination or expiration of this Contract.

16. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:  
Bay County Utility Services

For the Contractor:  
EXND Diving & Marine Services, LLC

Attn: Ben Blitch, PE  
3410 Transmitter Road  
Panama City, FL 32404

Attn: Francis E. Lasch Jr.  
113 Bailey Drive, Suite 4  
Niceville, FL 32546

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

17. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

18. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

19. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

20. Termination for Cause

a. If the Contractor fails to comply with any of the terms and conditions of this Contract, Bay County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Bay County by reason of the Contractor's failure to comply with this contract.

b. Notwithstanding the above, the Contractor is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the Contractor and Bay County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due Bay County from the Contractor is determined.

c. Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

d. This Contract may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

21. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

22. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

23. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

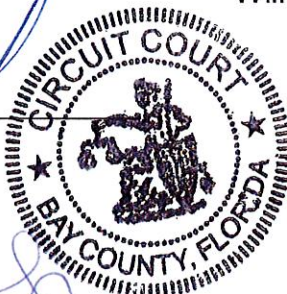
Executed by:

**BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA**

By: William T. Dozier  
William T. Dozier, Chairman

Attest: Bill Kinsaul  
Bill Kinsaul, Clerk of Court

Approved as to form  
Hollman  
Office of Bay County Attorney



**EXND DIVING & MARINE SERVICES, LLC**

By: F. E. L.  
(Authorized Representative)

Its: President/owner

State of FLORIDA  
County of OKALOSA

This Contract was acknowledged and subscribed before me the undersigned notary this 9th day of October, 2017, by FRANCIS EDWARD LASCH, JR, as PRESIDENT/OWNER of EXND Diving & Marine Svcs, LLC and with proper authority, and who is personally known by me or produced identification of FLDL# L200-245-68-306-0.

Susan Ann Thornton  
Notary Public

- EXHIBITS:
1. Scope of Services
  2. Contractor's Response to ITB 17-42
  3. Insurance Requirements



**EXHIBIT 1**  
**BAY COUNTY UTILITY SERVICES**  
**DIVING SERVICES SCOPE OF WORK**  
**BAY COUNTY UTILITY SERVICES**  
**DIVING SERVICES SCOPE OF WORK**

The Contractor shall perform the tasks described below. Other tasks not specifically identified in this Scope of Work may be coordinated between the Contractor and another contractor selected and employed by Bay County. When necessary and at the request of the County, the Contractor shall provide diving support services at the hourly/daily rates quoted to supplement other contractor(s) who may be employed by the County to accomplish a specific task. The Contractor is in all instances responsible for providing suitable diving equipment, a dive platform (unless the task can be successfully performed from shore) and whatever means are necessary to launch and retrieve the dive platform, and all tools that may be needed to perform the required tasks. The cost to rent, lease, purchase, or contract for the use of tools for other tasks not specifically identified in these specifications will be paid for by the County under separate negotiated arrangements with the Contractor or a different contractor selected by the County. The County may require the Contractor to provide underwater video documentation of work performed. The Contractor shall respond within three (3) days for all non-emergency work unless prior approval is obtained from the County. The County reserves the right to utilize an alternate dive services contractor in the event the Contractor is unable to complete services in a timely manner.

During scheduled inspections, certain routine maintenance tasks are to be included as part of the price for performing the routine inspection. Prior to making any repairs, which are outside of routine maintenance, the Contractor shall provide a report describing the problem, the recommended repair procedure, materials needed and an estimate of the total costs involved. The County will review the report and negotiate in good faith with the Contractor as to the type, cost and timing of the repair. In cases where there is an immediate threat to the County's operations or the public health, the County may authorize emergency repairs.

**I. Deer Point Reservoir**

Deer Point Reservoir is impounded by a dam and a drawdown structure separating it from St. Andrews Bay. A County owned and operated pumping facility located on the Williams Bayou arm of the reservoir supplies raw water to the County's Potable Water Treatment Plant, WestRock CP, LLC and Arizona Chemical Company. The Water Division Superintendent shall be the primary point of contact for scheduling and coordinating all diving tasks related to the Deer Point Reservoir, as described below.

The maximum depth of diving operations for any reservoir related task is approximately 20 feet, with most tasks being conducted in a water depth of 10 feet or less. All reservoir tasks described below can be easily and safely accomplished using open circuit SCUBA and do not necessarily require a boat or other dive platform. It shall be left to the Contractor's discretion, within applicable State and/or Federal regulations, as to what

operational procedures are used to accomplish these tasks, including whether or not open circuit SCUBA or surface supplied air is used.

#### **A. Drawdown Structure**

The drawdown structure consists of twelve (12) gates located at the north end of the dam, which can be raised or lowered to help control the reservoir level. These gates require periodic underwater inspection, cleaning and repair as follows:

An annual inspection of the drawdown gates shall be conducted between April 1 and May 31 (weather conditions permitting) on both the fresh and salt-water side of the structure. The inspection and maintenance tasks shall include, but not be limited to: Identifying visible structural or operational problems with the gates, including concrete surfaces and any hardware associated with the structure; determining whether or not the gates seat properly in the bottom and side channels, and if not, identify the problem(s); removing any debris found in the bottom and side channels of each gate; inspecting the aprons of the structure for wash outs, erosion or other evidence of problems, both existing and potential.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

#### **B. Fish Containment Fence**

A fish containment fence is located on the reservoir side of the drawdown structure at the opening of the channel leading to the drawdown gates. Chain link fence material is attached to creosote pilings by a cable and stretches at an angle from the surface to the bottom. The purpose of this fence is to prevent the weed eating carp from exiting the reservoir through the drawdown gates. The fish fence is approximately 450 feet in length with a maximum depth of approximately 20 feet.

1. The fish fence shall be cleaned, inspected and maintained at least once per year. The owner may request additional inspections and cleaning if the gates have been opened and debris has collected on the fence. The routine cleaning and inspection shall include removing all debris from the fence, identifying and repairing holes in the fence material or locations where the fence may be loosening or has become unattached from the cable and/or pilings, and inspection of the wood pilings for structural problems. If the drawdown gates are closed at the time of the inspection and cleaning, debris removed from the fence is to be placed on the shore and properly disposed of by the Contractor at the Contractor's expense. If the drawdown gates are open during the inspection, debris that poses no risk of blocking the drawdown gates may be deposited on the downstream side of the fence for disposal.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where

needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

**2. Weed Removal Only** – During periods that the drawdown gates are open for an extended period, the County may request that the Contractor clean excessive weed accumulations from the fish fence as frequently as every three (3) to ten (10) days, the exact frequency to be determined by and requested by the County. When requested to remove weed accumulations from the fish fence, the Contractor must complete this task within three (3) working days of the request.

Weed debris may be deposited on the downstream side of the fence and allowed to flow out of the reservoir through the gates. Any debris that might block the gates is to be placed on the shore at the western end of the fish fence.

**3. Weed Removal and Pressure Washing** – required pressure washing of the fence fabric in conjunction with the removal of weed debris.

### **C. Deer Point Dam**

Deer Point Dam is approximately 1,400 feet in length and is a low-level dam, which separates the reservoir from North Bay. The original dam ("old" dam) was constructed in 1961 using steel sheet pilings. Due to corrosion of the old dam, a second dam of pre-stressed concrete sheet piling was placed on the reservoir side of the old dam in 1987. A third new-coated steel sheet pile dam has now been constructed on the reservoir side of the second dam. This new dam is structurally connected to the existing bridge, with the cavity between the second and the new dam properly filled with concrete and a concrete cap placed on top of the new structure. A cathodic protection system is incorporated into the new dam to help further protect the steel sheet piles from corrosion.

**1.** An annual inspection shall be conducted on the entire fresh water and salt water side of Deer Point Dam. This will typically be conducted during May or during a scheduled drawdown of the Reservoir's level. The maximum depth of water when performing this task is approximately 12 feet. The Contractor shall schedule this inspection with the County at least two (2) weeks in advance to allow the County to attempt to temporarily lower the reservoir level so that water is not flowing over the dam at the time of the inspection. This inspection shall include, but not be limited to:

- a. Fresh Water Side – Inspect new sheet pilings, focusing on any evidence of failure of the coating, exposure of the cathodic protection cable or anodes, soil migration at the base of the sheet piles, general corrosion, etc.; and
- b. Salt Water Side – Condition of the old dam sheet piling, noting the location and size of any significant holes in the old piling, new dam anchoring attachments to bridge structure, and general bottom depth and conditions at the base of the dam and under the bridge. If for any reason the County has not been able to lower the reservoir level to prevent water from spilling over the dam, the Contractor will be required to inspect only the new dam

anchoring attachments to the bridge structure. Inspection of the anchoring attachments, which are physically above the water on the bay side of the dam, requires that the inspector be in the water but not underwater.

2. Video of the inspection shall be provided to the Water Division Superintendent along with a written inspection report, within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

#### **D. Williams Bayou Pumping Station**

The Williams Bayou Pumping Station is equipped with seven (7) pumps, two (2) of which are equipped with an air burst system. Each of the pump intakes is individually equipped with a stainless steel intake screen to protect the pumps from debris. There are also two (2) weed fences that surround the entire pump suction well. These two (2) fences are made of stainless steel mesh. The inner fence is made of a finer mesh. These two (2) fences and the pump intake screens require periodic cleaning.

The weed fences and pump intake screens shall be cleaned and inspected a minimum of four (4) times per year, and more often if requested by the County. Cleaning and inspection of these structures shall include removal of all debris from the weed fences and the individual pump suction screens, including pressure washing the fences and screens to remove attached algae, and determining the need for repair of these units. The Contractor shall provide a pump or pressure washer capable of delivering a high-pressure stream of water for pressure washing the fences and screens. This pump or pressure washer and any associated equipment and supplies shall be included in the cost of the inspection. The Contractor shall also remove any cans, bottles, sticks, branches, etc. that are lying on the bottom or floating inside the weed fences. Large debris (e.g. weeds, sticks, cans, bottles, etc.) removed by the Contractor is to be placed on the shore within the pump station property. Minor maintenance, such as securing the weed fence to the post and repairing holes in the fence shall be accomplished at the time of the inspection and shall be included in the cost of the inspection.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

## **II. Water Treatment Plant**

The Bay County Water Treatment Plant is located at 3400 Transmitter Road. The plant has (two) three million-gallon treatment basins; (one) two million-gallon and (two) five million-gallon enclosed potable water tanks and a six million-gallon open reservoir. The two (2) treatment basins, three (3) finished water tanks, and the raw water reservoir may require periodic underwater inspection or maintenance tasks. Any maintenance tasks required will be discussed with the Contractor on a case-by-case basis. Possible tasks are:

#### **A. Internal Tank Inspection**

Assess the condition of the interior walls, ceiling, floor, bracing and inlet/outlet structures, etc. looking for corrosion, spalling, cracking, joint condition, sediment accumulations and mineral or biological growths on the interior surfaces of the tank.

#### **B. Treatment Basins Inspection**

Assess the condition of the floor, walls, joints, cracks, coatings, and any rotating equipment present in the basin.

If needed, the Contractor may be requested to make certain repairs or recover certain equipment in the basin.

### **III. St. Andrew Bay Pipeline Inspection/Maintenance**

A 36-inch diameter HDPE line with concrete mattresses is located in St. Andrew Bay, going to the Military Point Advanced Wastewater Treatment Facility (MPAWTF) located on Tyndall Air Force Base. The pipeline extends across the bay from near the West Rock Container Paper Mill to the shoreline at Tyndall AFB. The 36-inch pipeline carries domestic wastewater to the MPAWTF. The maximum depth along the pipeline is approximately 60 feet.

The pipeline will require a quarterly visual inspection to verify the integrity of the pipe, the absence of leaks, and integrity of the concrete mattresses.

The County may on occasion require the Contractor to provide underwater video and audio documentation of work performed in St. Andrew Bay.

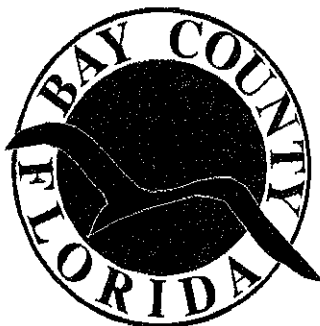
A written inspection report shall be provided to the Wastewater Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

### **IV. Emergency Dive Services**

In the event of suspected damages, obstructions, failure of submerged pipes, structures, etc., the Contractor will mobilize to the site within 36 hours of notification by the County. Emergency repairs and inspection activities will be directed by and coordinated with the County.

**EXHIBIT 2**  
**CONTRACTOR'S RESPONSE TO ITB 17-42**

09-07-17P01:44 RCVD



**BAY COUNTY BOARD OF COUNTY COMMISSIONERS**

**PURCHASING DEPARTMENT  
840 WEST 11<sup>th</sup> STREET  
SUITE 2500  
PANAMA CITY, FLORIDA 32401**

**INVITATION TO BID**

**UTILITY SERVICES DEPARTMENT  
DIVE SERVICES**

**SUBMITTED BY:**

**EXND Diving & Marine Services, LLC**

---

**113 Bailey Dr. #4**

---

**Niceville, FL 32578**

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**ITB No. 17-42**

**ORIGINAL**

## BID CHECKLIST

Please submit the items on the following list and any other items required by any section of this invitation to bid. The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

- ☒ One original and one copy of the bid package
- ☒ BID FORM
- ☒ ADDENDUM ACKNOWLEDGEMENT
- ☒ ANTI-COLLUSION CLAUSE
- ☒ CONFLICT OF INTEREST DISCLOSURE FORM
- ☒ EXPERIENCE RECORD
- ☒ IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
- ☒ LOCAL BUSINESS CERTIFICATION
- ☒ SUB-CONTRACTORS

**BID FORM**  
**ITB NO: 17-42**

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This proposal of EXND Diving & Marine Services, LLC, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as Limited Liability Company (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Bidder agrees to perform the entire work as indicated and in compliance with the Contract Documents and Specifications, complete in every detail.

Submitted By: EXND Diving & Marine Services, LLC  
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Francis E. Lasch Jr.  
Name of Individual Who Prepared This Bid

Contact Email: frank@exnndiving.com

Address: 113 Bailey Drive, Suite 4, Niceville, FL 32546

Phone: (850) 279-3290

Contractor's License No. N/A

  
Signature of Authorized Representative of Firm/Contractor

25 Aug 17  
Date

SEAL: (If bid is by Corporation)

**BID FORM (Con't)**  
**ITB NO: 17-42**

Bidder agrees to perform all the work described in the Contract Documents for the following Unit Prices.

Bids will be evaluated based upon the following numbers of inspection and repair activities. These quantities represent historical averages of annual dive services activities, but the County does not guarantee the work requested, it may be more or less than the average work as stated below.

<b>I. Deer Point Reservoir</b>			
<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>TOTAL PRICE</b>
<b>A. Drawdown Structure Inspection:</b> Cost per annual drawdown structure inspection including personnel, mob/demob, all necessary equipment, insurance, etc.	\$ 4,833.00	1	\$ 4,833.00
Additional Cost if video inspection is requested	\$ 45.00	1	\$ 45.00
<b>B1. Drawdown Structure Fish Fence Cleaning/Inspection:</b> Cost for inspection, cleaning, and minor routine maintenance of fish containment fence, including personnel, mob/demob, boat (if needed), all necessary equipment (including pressure washer), insurance, etc.	\$ 2,848.50	2	\$ 5,697.00
Additional Cost if video inspection is requested	\$ 45.00	1	\$ 45.00
<b>B2. Drawdown Structure Fish Fence Weed Removal:</b> Cost for weed removal only including personnel, mob/demob, boat (if needed), all necessary equipment, insurance, etc.	\$ 2,848.50	3	\$ 8,545.50
<b>B3. Drawdown Structure Fish Fence Weed Removal and Pressure Washing:</b> Cost for weed removal and pressure cleaning only including personnel, mob/demob, boat (if needed), all necessary equipment, insurance, etc.	\$ 2,848.50	1	\$ 2,848.50
<b>C. Dam Inspection With Video:</b> Cost per annual dam inspection including personnel, mob/demob, and all necessary equipment, insurance, etc.	\$ 4,833.00	1	\$ 4,833.00
<b>D. Williams Bayou Inspections/Cleaning/Maintenance:</b> Cost for inspection, debris removal and minor maintenance for Williams Bayou weed fence, pump suction well (area inside fence), and pump intake screens, including personnel, mob/demob, all necessary equipment, insurance, etc.	\$ 2,848.50	15	\$ 42,727.50

**Deer Point Reservoir and Williams Bayou Pumping Station Additional Work not addressed in Scope of Work:** The prices are inclusive of mob/demob costs, all necessary equipment, insurance, etc., and are applicable whether or not the diving operation is conducted from shore or boat.

DESCRIPTION	UNIT PRICE	QTY	TOTAL PRICE
Labor per hour, diver and support crew	\$ 356.00	1	\$ 356.00
Minimum charge per day	\$ 2,848.50	1	\$ 2,848.50
Video Camera Rental Charge, per day	\$ 45.00	1	\$ 45.00
<b>II. Water Treatment Plant Internal Tank and Treatment Basin Inspections (average of two days per year):</b> The following prices address possible tasks with the potable water treatment plant, including those tasks described in the SOW. These prices are inclusive of mobilization/demobilization costs, all necessary equipment, insurance, etc.			
A. Internal Tank and Treatment Basins Inspections	\$ 7,377.00	2	\$ 14,754.00
<b>III. St. Andrew Bay Inspection Tasks</b>			
Quarterly pipeline inspections of the MPAWTF influent pipeline, inclusive of personnel, mobilization/demobilization, boat, all necessary equipment, insurance, etc.	\$3433.10	4	\$13,732.40
Additional cost if requested to provide video and audio record of the inspection.	\$ 45.00	1	\$ 45.00
Additional cost per copy if requested to provide copies of videotape.	\$ 10.00	1	\$ 10.00
<b>Sum of Total Prices Sections I, II, &amp; III</b>			\$ 101,365.40

**Adding/Deleting Activities** – The County may request additional services under this contract. Such services may include additional inspections, maintenance, repairs, etc. The pricing submitted below will be used for such services.

**IV. Emergency Response Inspection Activities (average of four days per year):** The following prices are inclusive of mob/demob costs, all equipment, boat insurance, etc., and are applicable whether or not the diving operation is conducted from shore or boat.

Labor per hour, diver and support crew	8 hours	\$ 534.10
Minimum charge per day	1	\$ 4,272.80
Video Camera Rental Charge, per day	1	\$ 45.00

### ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. ~~17-14~~ 17-42

DATED 28 Aug 17

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

DATED \_\_\_\_\_

Name of Firm: EXND Diving & Marine Services, LLC

Authorized Signature: 

Printed Name: Francis E. Lasch Jr.

Title: President/Owner

Date: 25 Aug 17

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email [Purchasing@baycountyfl.gov](mailto:Purchasing@baycountyfl.gov) prior to submitting your bid to ensure that you have received addendums.



Purchasing Department  
840 West 11<sup>th</sup> Street, Suite 2500  
Panama City, FL 32401  
Telephone: (850) 248-8270  
Fax: (850) 248-8276

**BOARD OF COUNTY  
COMMISSIONERS**

WWW.BAYCOUNTYFL.GOV

840 WEST 11<sup>TH</sup> STREET  
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM  
DISTRICT I

ROBERT CARROLL  
DISTRICT II

WILLIAM T. DOZIER  
DISTRICT III

GUY M. TUNNELL  
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS  
DISTRICT V

ROBERT J. MAJKA JR.  
COUNTY MANAGER

August 28, 2017

Prospective Bidders

**RE: Addendum No. 1  
17-42 Utility Services Dive Services**

Please accept this as Addendum No. 1 for the above referenced project.

The following question has been received. The County's answer follows in **Bold**.

1. In the Dive Services ITB page 3 under "Qualification:", last sentence: "The bidder shall be certified professional divers for underwater, pipeline and structural inspections, cleaning, repair and condition inspections." What is meant by this requirement? Do the divers need to be "certified divers", "certified commercial divers" or, something else? **Divers must be Certified Commercial Divers.**
2. Are there any drawings of the structures we are bidding on to review? **There are no drawings available.**

All bidders shall acknowledge receipt of this addendum by signing and submitting, with bid, the addendum acknowledgement form included in the electronic ITB package.

Sincerely,

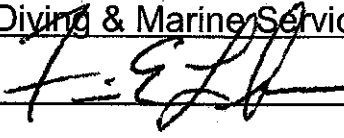
A handwritten signature in cursive script that reads "Wendi Sellers".

Wendi Sellers  
Purchasing Director

### ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: EXND Diving & Marine Services, LLC

Authorized Signature: 

Printed Name: Francis E. Lasch Jr.

Title: President/Owner

Date: 25 Aug 17

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO XXX

NAME(S)

POSITION(S)

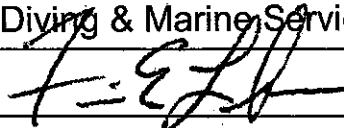
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Name of Firm:

EXND Diving & Marine Services, LLC

Authorized Signature:



Printed Name:

Francis E. Lasch, Jr.

Title:

President/Owner

Date:

25 Aug 17

## EXPERIENCE RECORD

In order to satisfy the County regarding the Bidder's qualifications, the Bidder shall provide in the space below information regarding previous work comparable with the proposed work in size, capacity, and complexity. **List three (3) projects similar in size and nature which were completed during the past five (5) years.** The County may also consider any previous County projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the County may reasonably request regarding Bidder's equipment and personnel. The information provided on this form shall constitute an integral part of the bid.

Name, Address, Phone #	Services Provided
Eastern Shipbuilding Group	Salvage, Underwater Ship Repair
POC: Benny Bramblette - (850) 522-4700	Inspections, Ship Repair, Hull Cleanings
bbramblette@easternshipbuilding.com	
2200 Nelson St, Panama City, FL 32401	
Skanska USA Civil Southeast Inc.	Underwater Bridge Inspections
POC: Kelly Harrelson - (850) 208-8994	Cutting, Welding
kelly.harrelson@skanska.com	
2132 Barrancas Ave, Pensacola, FL 32502	
Gulf Power	Underwater Cable Location
POC: Gabriel Post - (850) 444-6459	
gpost@southernco.com	
1 Energy Place, Pensacola, FL 32501	
Port of Panama City	Inspections, Salvage, Cutting, Welding
POC: Michael Sowell - (850) 767-3249	
msowell@portpanamacityusa.com	
1210 W. Beach Drive, Panama City, FL	
H.G. Harders & Son, INC	Underwater Construction/Repair
Capt Howard Harders - (850) 874-1500	
cgiambra@hgharders.com	
5521 E. Hwy 98, Panama City, FL 32404	

Attach additional sheets if more space is required.

**REFERENCES QUESTIONNAIRE**  
(TO BE COMPLETED BY THE COUNTY)

Proposer's Name EXND Diving & Marine Service, LLC

Proposer's Reference Name Francis E. Lasch Jr.

Person Interviewed \_\_\_\_\_

Interviewed By \_\_\_\_\_

Date of Interview \_\_\_\_\_

The following questions will be asked of the client reference chosen at the discretion of the County:

1. Briefly describe the work the Proposer performed for your company.

2. How well did the Proposer adhere to the agreed upon schedule?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. \_\_\_\_\_

3. How would you rate the Proposer's quality of work?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. \_\_\_\_\_

4. How would you rate the Proposer's use of adequate personnel in quantity, experience and profession?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. \_\_\_\_\_

5. How would you rate the Proposer's use of appropriate equipment and methods?

Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. \_\_\_\_\_

Score \_\_\_\_\_

Divided by 4

= Average Score \_\_\_\_\_

## IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

Inform employees about the dangers of drug abuse in the workplace, the business's 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.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees 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 no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

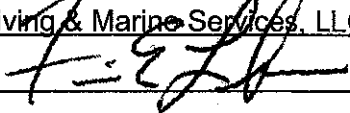
Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

XXX This firm complies fully with the above requirements.

                     This firm does not have a drug free work place program at this time.

Name of Firm: EXND Diving & Marine Services, LLC  
Authorized Signature:   
Printed Name: Francis E. Lasch Jr.  
Title: President/Owner

### LOCAL BUSINESS CERTIFICATION

The undersigned, as a duly authorized representative of the firm listed herein, certifies to the best of his/her knowledge, that the firm meets the definition of a "Local Business". "Local Business" is defined as a business which:

1. Has had a fixed office located in and having a street address within Bay County for at least twelve (12) months immediately prior to the issuance of the request for competitive bids or request for proposals by the county, which office shall operate and perform business on a daily basis; and
2. Is the principal offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and
3. If applicable, holds any business license required by Bay County and/or municipality within Bay County.

Business Name:

**EXND Diving & Marine Services, LLC Does Not Meet Local Business**

Current Local Address:

113 Bailey Drive, Suite 4  
Niceville, FL 32578 Okaloosa County

Is this a branch, satellite or regional office? ☐ YES ☒ NO

Length of time at this address: 4 Years

If the above address has been for less than 12 months, please provide prior address:

Describe the primary business functions occurring at this location on a daily basis:

Administrative, Equipment Maintenance, Employee Training

List the names of the employees at this location and list the hours worked per week by each at this location:

Francis E. Lasch Jr  
Susan A Thornton  
Patrick Oberley  
Matthew Oberley

Cody Williams  
Robert Galentine  
David Christie

Hours per week  
vary by job.

Principal Office Address:

113 Bailey Drive, Suite 4  
Niceville, FL 32578

Length of time at this address: 4 Years

If the above address has been for less than 12 months, please provide prior address:

Describe the primary business functions occurring at this location on a daily basis:

Administrative, Equipment Maintenance, Employee Training

List the names of the employees at this location and list the hours worked per week by each at this location:

Francis E. Lasch, JR.

Robert Galentine

Susan A. Thornton

David Christie

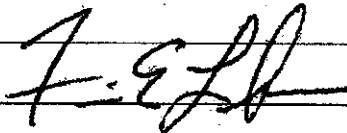
Patrick Oberley

Matthew Oberley

Cody Williams

Hours Per week  
Vary by job

Authorized Signature: \_\_\_\_\_



Printed Name: Francis E. Lasch Jr.

Title: President/ Owner

Date: 25 Aug 17

### SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

**Subcontractor Name and Address:** Baskerville-Donovan, Inc.  
Steve Farrell Sr. Project Re. Structural Integrity 14101 PCB Pkwy, PCB, FL 32413

Work to be performed and \$ amount: Engineering Consultant - Price dictated by job.

**Subcontractor Name and Address:** N/A

Work to be performed and \$ amount: \_\_\_\_\_

**Subcontractor Name and Address:** N/A

Work to be performed and \$ amount: \_\_\_\_\_

**Subcontractor Name and Address:** N/A

Work to be performed and \$ amount: \_\_\_\_\_

**Name of Firm:** EXND Diving & Marine Services, LLC

**Authorized Signature:** 

**Printed Name:** Francis E. Lasch Jr.

**Title:** President/Owner

**EXHIBIT 3  
BAY COUNTY  
INSURANCE REQUIREMENTS**

**1. LOSS CONTROL/SAFETY**

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

I. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

**4. ADDITIONAL INSURANCE**

**If checked below, the County requires the following additional types of insurance.**

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \_\_\_\_\_ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \_\_\_\_\_ is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☒ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover

dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☒ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage

arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \_\_\_\_\_ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐

**Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☒

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> International Special Risks 50 Salem Street Building B, 3rd Floor Lynnfield MA 01940	<b>CONTACT NAME:</b> Steve Macquarrie <b>PHONE (A/C, No, Ext):</b> (781) 295-0270 <b>FAX (A/C, No):</b> (781) 246-7830 <b>E-MAIL ADDRESS:</b> steve@isr-insurance.com														
<b>INSURED</b> EXND Diving & Marine Services 113 Bailey Drive, Suite 4 Niceville FL 32578	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Great American Insurance Co.</td><td>22136</td></tr><tr><td>INSURER B: New York Marine &amp; General</td><td>16608</td></tr><tr><td>INSURER C: Great American Insurance Co.</td><td>22136</td></tr><tr><td>INSURER D: Markel International Ins Co Ltd</td><td></td></tr><tr><td>INSURER E: American Longshore Mutual</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Co.	22136	INSURER B: New York Marine & General	16608	INSURER C: Great American Insurance Co.	22136	INSURER D: Markel International Ins Co Ltd		INSURER E: American Longshore Mutual		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: New York Marine & General	16608														
INSURER C: Great American Insurance Co.	22136														
INSURER D: Markel International Ins Co Ltd															
INSURER E: American Longshore Mutual															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: Blanket 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X Y	OMH 891-58-34	6/25/2017	6/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		OMH 891-58-34 Hire & Non-owned Endorsed on GL Coverage	6/25/2017	6/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		ML201600000518	6/25/2017	6/25/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	ALMA01036-05 USL&R Coverage WC429626302 WC Coverage	6/25/2017	6/25/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Maritime Employers Liability (Jones Act)</b>	Y	GT303620K	6/25/2017	6/25/2018	any one accident/disease 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 day notice of cancellation except 10 days for non-payment of premium.

Certificate Holder is an Additional Insured as respects GL coverage as their interests may appear subject to the terms, conditions, exclusions and endorsements set forth in the policy and as required by written contract.

Excess Coverage is Follow Form.

**CERTIFICATE HOLDER****CANCELLATION**

Bay County Board of County Commissioners Purchasing Dept 840 West 11th Street Suite 2500 Panama City, FL 32401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE S Macquarrie/JBROWN <i>Stephen Macquarrie</i>
--	--

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ACORD 25 (2014/01)

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INS025 (201401)



**Bay County Board of County Commissioners  
Agenda Item Summary**

**First Amendment 17-42 Utility Services Dive Services Contract**

**DEPARTMENT MAKING REQUEST/NAME:**

Purchasing Department Wendi Nation, Director

**MEETING DATE:** 9/4/2019

**REQUESTED MOTION/ACTION:**

Board: 1) Approve the First Amendment to Contract 17-42 Utility Services Dive Services Contract; and 2) Authorize the Chairman to sign the amendment.

**AGENDA**

Purchasing Office - Consent

**BUDGETED ITEM? No**

**BUDGET ACTION:**

**FINANCIAL IMPACT SUMMARY STATEMENT:**

**BACKGROUND:**

On October 3, 2017, the Board approved a contract with EXND Diving & Marine Services, LLC for Utility Services Dive Services to perform various dive services at Utility Services facilities to include, but not limited to, Deer Point Dam, Deer Point drawdown structure, Williams Bayou Pumping Station, Econfinia Pumping Station, and Water Treatment Plant tanks and basins. Since that time, the Utility Services Department has requested a change to the scheduling and frequency of the services to be provided.

Staff requests the Board approve the First Amendment to renew the contract for one additional year and change the frequency of the services provided (Exhibit 1).

**ATTACHMENTS:**

Description

Exhibit 1 First Amendment 17-42 Utility Services Dive Services Contract

Type

Exhibit

**First Amendment to  
Contract 17-42 Utility Services Dive Services**

This First Amendment to the Contract 17-42 Utility Services Dive Services is entered into on September 3, 2019, by and between the Bay County Board of County Commissioners, at 840 W. 11<sup>th</sup> St., Panama City, Florida 32401 ("County"), EXND Diving & Marine Services, LLC located at 113 Bailey Drive, Suite 4, Niceville, FL 32546 ("Contractor").

**1. Intent**

The County and Contractor entered into a Contract on October 3, 2017. This amendment is necessary to allow for a one-year renewal with changes to the Scope of Work.

**2. Amendments**

- a) The term of the contract is hereby renewed for one additional one-year term effective October 1, 2019 through September 30, 2020.
- b) Exhibit 1 Scope of Work is hereby replaced with the attached Exhibit 1 Scope of Work.

**3. Survival of Other Provisions**

All other provisions of the original Contract, not amended by this First Amendment, shall remain in effect.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment as of the day and year first above written.

Executed by:



**BOARD OF COUNTY COMMISSIONERS  
BAY COUNTY FLORIDA**

By:   
Philip "Griff" Griffiths, Chairman

ATTEST: 

Bill Kinsaul, Clerk of Court

Approved as to form

  
Office of Bay County Attorney

**Brian D. Leebrick**



EXND DIVING & MARINE SERVICES, LLC

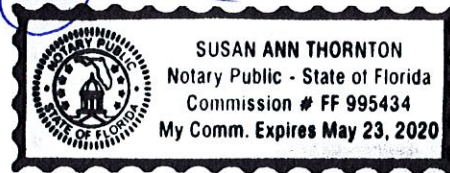
By: [Signature]  
(Authorized Representative)

Its: President

STATE OF FLORIDA  
COUNTY OF Okaloosa

This Amendment was acknowledged and subscribed before me the undersigned notary this 13th day of September, 2019, by Francis E. Lasch Jr., as President/owner of EXND Diving & Marine Svcs and with proper authority, and who is personally known by me or produced identification of FL DL # L200245683060.

[Signature]  
Notary Public



## **EXHIBIT 1**

### **BAY COUNTY UTILITY SERVICES DIVING SERVICES SCOPE OF WORK**

The Contractor shall perform the tasks described below. Other tasks not specifically identified in this Scope of Work may be coordinated between the Contractor and another contractor selected and employed by Bay County. When necessary and at the request of the County, the Contractor shall provide diving support services at the hourly/daily rates quoted to supplement other contractor(s) who may be employed by the County to accomplish a specific task. The Contractor is in all instances responsible for providing suitable diving equipment, a dive platform (unless the task can be successfully performed from shore) and whatever means are necessary to launch and retrieve the dive platform, and all tools that may be needed to perform the required tasks. The cost to rent, lease, purchase, or contract for the use of tools for other tasks not specifically identified in these specifications will be paid for by the County under separate negotiated arrangements with the Contractor or a different contractor selected by the County. The County may require the Contractor to provide underwater video documentation of work performed. The Contractor shall respond within three (3) days for all non-emergency work unless prior approval is obtained from the County. The County reserves the right to utilize an alternate dive services contractor in the event the Contractor is unable to complete services in a timely manner.

During scheduled inspections, certain routine maintenance tasks are to be included as part of the price for performing the routine inspection. Prior to making any repairs, which are outside of routine maintenance, the Contractor shall provide a report describing the problem, the recommended repair procedure, materials needed and an estimate of the total costs involved. The County will review the report and negotiate in good faith with the Contractor as to the type, cost and timing of the repair. In cases where there is an immediate threat to the County's operations or the public health, the County may authorize emergency repairs.

#### **I. Deer Point Reservoir**

Deer Point Reservoir is impounded by a dam and a drawdown structure separating it from St. Andrews Bay. A County owned and operated pumping facility located on the Williams Bayou arm of the reservoir supplies raw water to the County's Potable Water Treatment Plant, WestRock CP, LLC and Arizona Chemical Company. The Water Division Superintendent shall be the primary point of contact for scheduling and coordinating all diving tasks related to the Deer Point Reservoir, as described below.

The maximum depth of diving operations for any reservoir related task is approximately 20 feet, with most tasks being conducted in a water depth of 10 feet or less. All reservoir tasks described below can be easily and safely accomplished using open circuit SCUBA and do not necessarily require a boat or other dive platform. It shall be left to the Contractor's discretion, within applicable State and/or Federal regulations, as to what operational procedures are used to accomplish these tasks, including whether or not open circuit SCUBA or surface supplied air is used.

#### **A. Drawdown Structure**

The drawdown structure consists of twelve (12) gates located at the north end of the dam, which can be raised or lowered to help control the reservoir level. These gates require periodic underwater inspection, cleaning and repair as follows:

An annual inspection of the drawdown gates is typically performed between April 1 and May 31 (weather conditions permitting) on both the fresh and salt-water side of the structure, but may need to be performed during the annual drawdown period, November through February. The inspection and maintenance tasks shall include, but not be limited to: identifying visible structural or operational problems with the gates, including concrete surfaces and any hardware associated with the structure; determining whether or not the gates seat properly in the bottom and side channels, and if not, identify the problem(s); removing any debris found in the bottom and side channels of each gate; inspecting the aprons of the structure for wash outs, erosion or other evidence of problems, both existing and potential.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

#### **B. Fish Containment Fence**

A fish containment fence is located on the reservoir side of the drawdown structure at the opening of the channel leading to the drawdown gates. Chain link fence material is attached to creosote pilings by a cable and stretches at an angle from the surface to the bottom. The purpose of this fence is to prevent the weed eating carp from exiting the reservoir through the drawdown gates. The fish fence is approximately 450 feet in length with a maximum depth of approximately 20 feet.

1. The fish fence shall be cleaned, inspected and maintained at least once per year. The owner may request additional inspections and cleaning if the gates have been opened and debris has collected on the fence. The routine cleaning and inspection shall include removing all debris from the fence, identifying and repairing holes in the fence material or locations where the fence may be loosening or has become unattached from the cable and/or pilings, and inspection of the wood pilings for structural problems. If the drawdown gates are closed at the time of the inspection and cleaning, debris removed from the fence is to be placed on the shore and properly disposed of by the Contractor at the Contractor's expense. If the drawdown gates are open during the inspection, debris that poses no risk of blocking the drawdown gates may be deposited on the downstream side of the fence for disposal.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

**2. Weed Removal Only** – During periods that the drawdown gates are open for an extended period, the County may request that the Contractor clean excessive weed accumulations from the fish fence as frequently as every three (3) to ten (10) days, the exact frequency to be determined by and requested by the County. When requested to remove weed accumulations from the fish fence, the Contractor must complete this task within three (3) working days of the request.

Weed debris may be deposited on the downstream side of the fence and allowed to flow out of the reservoir through the gates. Any debris that might block the gates is to be placed on the shore at the western end of the fish fence.

**3. Weed Removal and Pressure Washing** – required pressure washing of the fence fabric in conjunction with the removal of weed debris.

**C. Deer Point Dam**

Deer Point Dam is approximately 1,400 feet in length and is a low-level dam, which separates the reservoir from North Bay. The original dam ("old" dam) was constructed in 1961 using steel sheet pilings. Due to corrosion of the old dam, a second dam of pre-stressed concrete sheet piling was placed on the reservoir side of the old dam in 1987. A third new-coated steel sheet pile dam has now been constructed on the reservoir side of the second dam. This new dam is structurally connected to the existing bridge, with the cavity between the second and the new dam properly filled with concrete and a concrete cap placed on top of the new structure. A cathodic protection system is incorporated into the new dam to help further protect the steel sheet piles from corrosion.

1. An annual inspection shall be conducted on the entire fresh water and salt water side of Deer Point Dam. This will typically be conducted during May or during a scheduled drawdown of the Reservoir's level. The maximum depth of water when performing this task is approximately 12 feet. The Contractor shall schedule this inspection with the County at least two (2) weeks in advance to allow the County to attempt to temporarily lower the reservoir level so that water is not flowing over the dam at the time of the inspection. This inspection shall include, but not be limited to:

- a. Fresh Water Side – Inspect new sheet pilings, focusing on any evidence of failure of the coating, exposure of the cathodic protection cable or anodes, soil migration at the base of the sheet piles, general corrosion, etc.; and
- b. Salt Water Side – Condition of the old dam sheet piling, noting the location and size of any significant holes in the old piling, new dam anchoring attachments to bridge structure, and general bottom depth and conditions at the base of the dam and under the bridge. If for any reason the County has not been able to lower the reservoir level to prevent water from spilling over the dam, the Contractor will be required to inspect only the new dam anchoring attachments to the bridge structure. Inspection of the anchoring attachments, which are physically above the water on the bay side of the dam, requires that the inspector be in the water but not underwater.

2. Video of the inspection shall be provided to the Water Division Superintendent along with a written inspection report, within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

**D. Williams Bayou Pumping Station**

The Williams Bayou Pumping Station is equipped with seven (7) pumps, two (2) of which are equipped with an air burst system. Each of the pump intakes is individually equipped with a stainless steel intake screen to protect the pumps from debris. There are also two (2) weed fences that surround the entire pump suction well. These two (2) fences are made of stainless steel mesh. The inner fence is made of a finer mesh. These two (2) fences and the pump intake screens require periodic cleaning.

The weed fences and pump intake screens will be cleaned and inspected a minimum of one (1) time per year, and more often if requested by the County. Cleaning and inspection of these structures shall include removal of all debris from the weed fences and the individual pump suction screens, including pressure washing the fences and screens to remove attached algae, and determining the need for repair of these units. The Contractor shall provide a pump or pressure washer capable of delivering a high-pressure stream of water for pressure washing the fences and screens. This pump or pressure washer and any associated equipment and supplies shall be included in the cost of the inspection. The Contractor shall also remove any cans, bottles, sticks, branches, etc. that are lying on the bottom or floating inside the weed fences. Large debris (e.g. weeds, sticks, cans, bottles, etc.) removed by the Contractor is to be placed on the shore within the pump station property. Minor maintenance, such as securing the weed fence to the post and repairing holes in the fence shall be accomplished at the time of the inspection and shall be included in the cost of the inspection.

A written inspection report shall be provided to the Water Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

**II. Water Treatment Plant**

The Bay County Water Treatment Plant is located at 3400 Transmitter Road. The plant has (two) three million-gallon treatment basins; (one) two million-gallon and (two) five million-gallon enclosed potable water tanks and a five million-gallon open reservoir. The two (2) treatment basins, three (3) finished water tanks, and the raw water reservoir may require periodic underwater inspection or maintenance tasks. Any maintenance tasks required will be discussed with the Contractor on a case-by-case basis. Possible tasks are:

**A. Internal Tank Inspection**

Assess the condition of the interior walls, ceiling, floor, bracing and inlet/outlet structures, etc. looking for corrosion, spalling, cracking, joint condition, sediment accumulations and mineral or biological growths on the interior surfaces of the tank.

#### **B. Treatment Basins Inspection**

Assess the condition of the floor, walls, joints, cracks, coatings, and any rotating equipment present in the basin.

If needed, the Contractor may be requested to make certain repairs or recover certain equipment in the basin.

#### **III. St. Andrew Bay Pipeline Inspection/Maintenance**

A 36-inch diameter HDPE line with concrete mattresses is located in St. Andrew Bay, going to the Military Point Advanced Wastewater Treatment Facility (MPAWTF) located on Tyndall Air Force Base. The pipeline extends across the bay from near the West Rock Container Paper Mill to the shoreline at Tyndall AFB. The 36-inch pipeline carries domestic wastewater to the MPAWTF. The maximum depth along the pipeline is approximately 60 feet.

To verify the integrity of the pipe, the absence of leaks, and integrity of the concrete mattresses the pipeline will require an annual visual inspection, and more often if requested by the County.

The County may on occasion require the Contractor to provide underwater video and audio documentation of work performed in St. Andrew Bay.

A written inspection report shall be provided to the Wastewater Division Superintendent within ten (10) calendar days of the date that the work is completed and prior to invoicing the County. The report shall be of sufficient detail, including hand-drawn sketches where needed for the reader to clearly understand the location and significance of the findings and maintenance actions performed.

#### **IV. Emergency Dive Services**

In the event of suspected damages, obstructions, failure of submerged pipes, structures, etc., the Contractor will mobilize to the site within 36 hours of notification by the County. Emergency repairs and inspection activities will be directed by and coordinated with the County.