



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

Florida

NOTICE OF AWARD

Date: April 10, 2023

To: SPATCO ENERGY SOLUTIONS, LLC.
5150 NW 109th Suite 1
Sunrise, FL 33351
Attn: Andy Adams, Vice President

Bid Proposal: Bid No. 2022- 028 ~ Fuel Dispensers Replacement

Date of Bid Opening: 3:00 PM, Monday, October 03, 2022

Approved by Commission: January 3, 2023

Award Amount: \$97,561.00

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

Item
Notice of Award
Agreement between the City and Contractor

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete Certificates of Insurance and Endorsements, in accordance with the requirements stated in Article 17 of the agreement.
3. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.
4. Return documents enclosed within fifteen (15) days after receipt to:

Mailing Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

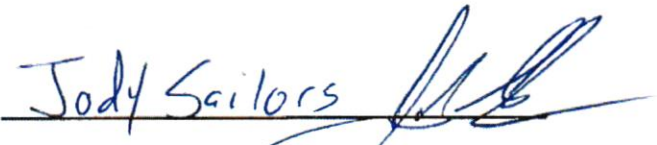
OWNER:
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, FL 34950

BY: 
Gelecia Carter, MPA, Purchasing Manager

Date: 4/10/23

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
SPATCO ENERGY SOLUTIONS, LLC.

BY: 
Vice President
(Title)
4/12/23
(Date)

END OF SECTION

**CITY OF FORT PIERCE
SERVICE AGREEMENT
FUEL DISPENSER REPLACEMENT BID NO. 2022-028**

This Agreement between City and Contractor ("Agreement") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **Spatco Energy Solutions, LLC**, a FLORIDA CORPORATION with its principal place of business at 5150 NW 109th Ave Suite 1 Sunrise, FL ("Contractor").

City and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City.

Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will (1) conform to the specifications and requirements contained in the Bid 2022-028 ~ Fuel Dispenser Services which conforms with the Contractor's Bid dated October 3, 2022. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

Total compensation to Contractor will not exceed **\$97,561.00 (Ninety Seven Thousand , Five Hundred Sixty One Dollars and No Cents)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. Term.

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate on **120 days after the Notice to Proceed** unless earlier terminated in accordance with Section 8.

4. **Licenses, Permits, Taxes, Fees, Laws and Regulations**

- 4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations.

5. **Ownership and Use of Work Material.**

- 5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by City, are the sole property of City and for its exclusive use and reuse at any time without further compensation and without any restrictions.
- 5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.
- 5.3 Contractor will deliver all Work Material to City upon expiration or termination of this Agreement. City will have the right to use the Work Material for the completion of the Services or otherwise. City may, at all times, retain the originals of the Work Material.
- 5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by City in writing. Contractor will treat all Work Material as confidential.

6. **Confidentiality and Safeguarding of City Records; Press Releases; Public Information.**

- 6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City Attorney.
- 6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. **Public Records.**

7.1 City strictly adheres all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records Under Florida law, as defined in Section 119.011 (12), F.S. Contractor shall keep and maintain public records required by the City to perform the services under this Agreement.

7.2 If Contractor meets the definition of "Contractor" found in Section 119.0701 (1) (1) (a) F.S. (i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency), then the following requirements apply:

7.2.2 Upon request from City's custodian of public records, Contractor shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 119, Florida Statutes, or as otherwise provided by law.

7.2.3 Contractor shall identify and 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 Contractor does not transfer the records to the City.

7.2.4 Upon completion of the contract, Contractor shall transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology system of the City.

7.3 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcx@cityoffortpierce.com, 100 North U.S. Hwy 1, Fort Pierce, FL 34950.**

8. **Termination.**

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this

Agreement upon expiration of the thirty (30) day period.

- 8.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.
- 8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- 8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by City.
- 8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.6 City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

10. Insurance.

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. As evidence of compliance with the insurance required herein, Contractor shall furnish the City with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its officials, officers and

employees as additional insureds in the Commercial General Liability coverage;

- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the City.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City, Contractor shall, within thirty (30) days after receipt of a written request from the City, provide the City a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation.

The policy must be endorsed to waive the insurer's right to subrogate against the City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"
Part Two:	\$1,000,000 (Each Accident)
	\$1,000,000 (Disease-Policy Limit)
	\$1,000,000 (Disease-Each Employee)

Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation.

City and City's officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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Environmental Impairment Liability

Such insurance shall provide coverage for third party liability and clean-up costs at the proposed site resulting from pollution or other environmental impairment arising out of the activities that are contemplated by the Contract. Such insurance shall be on a form acceptable to City and City's officials, officers and employees shall be included as "Additional Insureds" on the policy. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The policy must be endorsed to provide City with Thirty (30) days prior written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Claim/Occurrence
\$1,000,000	Annual Aggregate

General Conditions

The insurance provided by Contractor shall apply on a primary basis to any insurance or self-insurance maintained by the City. Any insurance, or self-insurance, maintained by the City shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City or its officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or its officials, officers and employees.

Each insurance policy provided by the Contractor in response to these insurance requirements shall be endorsed to provide that the Insurer waives its rights against the City and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce

Attention: Purchasing Department

100 N. U.S. Hwy 1

Fort Pierce, FL 34954-1480

Additional Insured for General Liability

City of Fort Pierce and its officials, officers and employees

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by

registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:
Dean Kubitschek
Director (City Marina)
1 Avenue A
Fort Pierce, FL 34950
Phone: 772-464-1245

With a Copy To:
Gelencia Carter
Purchasing Manager
100 North U.S Hwy 1
Fort Pierce, FL 34954
Phone: 772-467-3102

As to Contractor:
Andy Adams
Vice President
5150 NW 109th Ave
Sunrise, FL 33351
Phone: 954-922-5642

13. Miscellaneous

- 13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- 13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 13.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.
- 13.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of City and Contractor.
- 13.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God,

strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

- 13.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.
- 13.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.
- 13.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 13.9 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.
- 13.10 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.
- 13.11 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

13.14 Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the CITY'S sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13.15 Drug-Free Workplace. Contractor shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

**CONTRACTOR
SPATCO ENERGY SOLUTIONS, LLC.**

CITY OF FORT PIERCE

By:  _____

Name: Jody Sailors

Title: Vice President

Date: 4/12/23

By: _____

Linda Hudson, Mayor

Date

**Approved as to form and correctness
as to the City**

By: _____

Tanya Earley, City Attorney

Attached: **Exhibit "A" - Statement of Work
Exhibit "B" - Contractor's Proposal**

EXHIBIT "A"
STATEMENT OF WORK

STATEMENT OF WORK AS STATED IN THE BID DOCUMENT

- ❖ Fuel dispensers must be built for a marine environment. Separate quote or cost for internal display board. An example of equipment considered is the **PMC Commander Marine Dispenser, see below the specifications.**
- ❖ Quotes will include the removal of old dispensers, replace and make full operation, with all devices. Quotes need to include warranty information.
- ❖ Contractor shall provide all necessary materials, equipment, and labor to remove the existing three (3) fuel dispensers and replace with three (3) new fuel dispensers located at the City of Fort Pierce Marina, 1 Avenue A, Fort Pierce, FL.
- ❖ **PMC COMMANDER MARINE SPECIFICATIONS**
- ❖ 20 & 60 GPM configurations
- ❖ Single or dual hose
- ❖ Piston or rotary PD meters
- ❖ 2-Stage control valve
- ❖ Satellite capable (60 GPM units)
- ❖ Resale accurate
- ❖ Communications interface
- ❖ Dual sided retail or commercial electronic display
- ❖ Programmable pulse output
- ❖ Complete stainless steel construction
- ❖ Powder coated welder chassis
- ❖ ETL listed

STATEMENT OF WORK PROPOSED AND AWARDED, SEE EXHIBIT "B", CONTRACTOR'S PROPOSAL

EXHIBIT "B"
CONTRACTOR'S PROPOSAL



CITY OF FORT PIERCE
 PURCHASING DIVISION
 1 AVENUE A
 FORT PIERCE FL 34950

Quotation

Number/Date
 20089745 / 10/05/2022
 Reference no./Date

Delivery date
 Day 10/12/2022
 Cust. no.
 1063684
 Salesperson
 774

Bill-to address
 CITY OF FORT PIERCE- PURCHASING DIV
 ATTN:Dean Kubitsschek (Marina Direct
 PH;772-464-1245 OR 772-834-1070
 Dkubitschek@cityoffortpierce.com
 100 NORTH US 1
 FORT PIERCE FL 34950R

We deliver according to the following conditions:
Terms of payment Pending Credit Approval
 Terms of delivery FOB SHIPPING POINT

Currency USD

Contact: Mark Casabo - Territory Sales Manager
Mobile: (321)246-8248 Office: (407)339-2384
Mark.Casabo@spatco.com - www.spatco.com

Material	Qty	Price	Value
INSTALLATION PRICE	1 EA	35,278.00	35,278.00
Installation - Contract Price			

SPATCO ENERGY SOLUTIONS Scope of Work:

1. Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.

2. Mobilize personnel and equipment to project site.

3. Temporarily barricade work area to provide a safe working environment.

4. Note: PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main



CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

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Material	Qty	Price	Value
fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.			
5. Locate and verify all power to (3) existing dispensers and confirm Lock out/Tag out has been performed.			
6. Disconnect and remove (3) existing PMC dual hose dispensers and properly dispose.			
7. Furnish and install (1) PMC - CMDR 2200 electric/single product/dual hose dispenser #1 for regular fuel.			
8. Furnish and install (1) 100ft-1" & (1) 100ft-3/4" IRPCO hose to existing hose reels. Note: (1) Existing 3/4" hose reel located on dispenser #1 will be replaced with (1) 1" hose reel from dispenser #3.			
9. Furnish and install (1) PMC - CMDR 2600 electric/single product/dual hose dispenser #2 for diesel fuel.			
10. Furnish and install (2) 100ft-1" IRPCO hose to existing hose reels.			
11. Furnish and install (1) PMC - CMDR 6600 electric/single product/dual hose dispenser #3 for diesel fuel.			
12. Furnish and install 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to include a 40'x18" trench in the grass to furnish and install (1) Hannay Reel model #SSEPJ 26-30-31-115 volt SX-163 motor located at dispenser #3.			
13. Furnish and install (1) 100ft-1" & (1) 115ft-1 1/2" IRPCO hose to existing and new hose reel.			
14. Furnish and install (6) 2ft 1" IRPCO hose from dispenser to (6) hose reels.			
15. Furnish and install (4) OPW Nozzle -7H-0100, (4) Swivel 45-1" (2) OPW Nozzles -11AP-0400, (2) Swivel 45-3/4".			



CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

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Material	Qty	Price	Value
16. Test and program all equipment to ensure proper functionality.			
17. Clean up entire work area and demobilize crew.			
Option: Fuel Management System Installation.			
1. Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.			
2. Mobilize personnel and equipment to project site.			
3. Temporarily barricade work area to provide a safe working environment.			
4. Note: PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.			
5. Furnish & install (1) 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to the new Fuel Management System & (1) Cat 6 cable for internet connection.			
6. Saw cut a 12'x18" of concrete from the Fuel Management System to dispenser #1 and a 10'x18" from dispenser #1 to dispenser #2 . Connect (2) Cat 6 cables for communications.			
7. Run (1) Cat 6 cable from the Fuel Management System around the building and into the grass towards the back of the building. Trench 40ft in the grass to connect Cat 6 cable communications to PMC dispenser #3.			
8. Furnish and install (1) Fuel Master Unit #FMU5740-F6 including FM Live Cloud Base Software.			
9. Furnish and Install (1) USB Prokee Encoder #941D0120 to include (50) Blue Prokees #172405BL.			



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 1 AVENUE A
 FORT PIERCE FL 34950

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Material	Qty	Price	Value
10.Furnish & Install (1) Wireless Install Kit #191F0223 for tank monitor options.			
11.Training to be supplied from project management for new equipment.			
12.Test and program all equipment to ensure proper functionality.			
13.Clean up entire work area and demobilize crew.			
PRICE FOR OPTION ADD \$50,968.00			

Notes:

(A) Any unforeseen conditions will be charged out on a time and material basis.

INSTALLATION PARTS	1 EA	13,842.00	13,842.00
Installation - Contract Parts			
GPD3515	1 EA	15,400.00	15,400.00
CMDR-2200GRM Dual Dispenser			

- CMDR-2200GRM Dual Dispenser
- Dual Product / Dual Hose
- All stainless steel / aluminum piping
- Aluminum conduit and fittings
- Powder coated stainless steel frame
- 316L Stainless steel panels
- SIDE 1 & SIDE 2 # rated to 20 GPM
- 1. 1" Positive Displacement meter
- 2. Inlet filter
- 3. Retail Electronic Display (Dual Sided)
- 7-digit TOTAL SALE / TOTAL VOLUME
- 5-digit PRICE PER GALLON
- 4. Programmable pulse out



CITY OF FORT PIERCE
 1 AVENUE A
 FORT PIERCE FL 34950

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 5

Material	Qty	Price	Value
5. 2-Wire Communications Interface			
6. 1" Solenoid			
7. Nozzle boot for OPW 11 Series or 7H style nozzle			
Lead Time - 20 weeks ARO			
FREIGHT WILL BE PREPAID AND ADDED TO INVOICE			
GPD3515	1 EA	15,743.00	15,743.00
CMDR-2600GRM Dual Dispenser			

- CMDR-2600GRM Dual Dispenser
- Dual Product / Dual Hose
- All stainless steel / aluminum piping
- Aluminum conduit and fittings
- Powder coated stainless steel frame
- 316L Stainless steel panels
- SIDE 1# rated to 20 GPM
 - 1. 1" Positive Displacement meter
 - 2. Inlet filter
 - 3. RETAIL Electronic Display (Dual Sided)
 - 7-digit TOTAL SALE / TOTAL VOLUME
 - 5-digit PRICE PER GALLON
 - 4. Programmable pulse out
 - 5. 2-Wire Communications Interface
 - 6. 1" Solenoid
 - 7. Nozzle boot for OPW 11 Series or 7H style nozzle
- SIDE 2# rated to 60 GPM
 - 1. 1-1/2" Positive Displacement meter
 - 2. Inlet strainer
 - 3. RETAIL Electronic Display (Dual Sided)
 - 7-digit TOTAL SALE / TOTAL VOLUME
 - 5-digit PRICE PER GALLON
 - 4. Programmable pulse out
 - 5. 2-Wire Communications Interface
 - 6. 1-1/2" Solenoid
 - 7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO



CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

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6

Material	Qty	Price	Value
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FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

GPD3515 CMDR-6600GRM Dual Dispenser	1 EA	16,098.00	16,098.00
--	-------------	------------------	------------------

CMDR-6600GRM Dual Dispenser
Dual Product / Dual Hose
All stainless steel / aluminum piping
Aluminum conduit and fittings
Powder coated stainless steel frame
316L Stainless steel panels
SIDE 1 & SIDE 2 # rated up to 60 GPM
1. 1-1/2" Positive Displacement meter
2. Inlet strainer
3. Retail Electronic Display (Dual Sided)
7-digit TOTAL SALE / TOTAL VOLUME
5-digit PRICE PER GALLON
4. Programmable pulse out
5. 2-Wire Communications Interface
6. 1-1/2" Solenoid
7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO


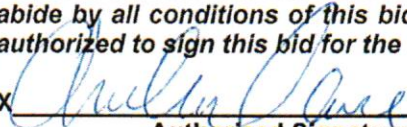
FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

Items total	96,361.00
Freight	1,200.00
Final amount	97,561.00

****THANK YOU FOR THE OPPORTUNITY TO QUOTE****

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

325 Dane Lane Longwood, FL 32750
800-542-0558 | 407-339-2384

<p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p style="text-align: center;">CITY OF FORT PIERCE</p>  <p style="text-align: center;">INVITATION TO BID and BIDDER ACKNOWLEDGMENT</p>
<p>Bid Writer: Latonya Hubbard, 772-467-3102</p>	<p>Bid No: 2022-028</p>
<p>Site-Visit: By appointment only. Call (772) 464-1245</p>	<p>Bid Title: FUEL DISPENSERS REPLACEMENT</p>
<p>Mandatory Site-Visit Location: 1 Avenue A, Fort Pierce, FL 34950</p>	<p>Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00PM, MONDAY, OCTOBER 03, 2022</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: SPATCO ENERGY SOLUTIONS LLC</p> <hr/> <p>Mailing Address: 5150 NW 109th Ave Suite 1</p> <hr/>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X  _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code: Sunrise, FL, 33351</p>	<p>Typed or Printed Name: Andy Adams</p>
<p>Type of Entity (Select one): LLC _____ Corporation _____ Partnership _____ Proprietorship _____</p>	<p>Title: Vice President of Florida</p>
<p>Incorporated in the State of: 12/10/19 Year: 2019</p>	<p>Delivery in _____ days, After Receipt Order</p>
<p>Phone Number: (321) 246-8248</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number:</p>	<p>FEIN or SS Number: 84-3846075</p>
<p>E-Mail Address: Mark.casabo@spatco.com</p>	<p>Local Business: Yes MWBE: No</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that
SPATCO ENERGY SOLUTIONS LLC
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature*

10/14/2022

Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)		Requestor's name and address (optional)
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

				-				-			
--	--	--	--	---	--	--	--	---	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on irs.gov for information about Form W-9. At www.irs.gov/w9, information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1440 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1440 require a partnership to presume that a partner is a foreign person, and pay the section 1440 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1440 withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Spatco Energy Solutions, LLC	
2 Business name/disregarded entity name, if different from above Spatco Energy Solutions	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 896984	Requester's name and address (optional)
6 City, state, and ZIP code CHARLOTTE, NC 28289-6984	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
OR											
Employer identification number											
8	4		-	3	8	4	6	0	7	5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <u>Heather K. Wanserman</u>	Date ▶ <u>9/12/22</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



BID RESPONSE FORM



Bid Item	FUEL DISPENSERS' REPLACEMENT		
Bid Number	2022-028	Due Date & Time	3:00PM, MONDAY, OCTOBER 03, 2022

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

QUANTITY	ITEM DESCRIPTION	TOTAL
3	Removal and replacement of three (3) dual hose dispensers, fuel hose and nozzles One (1)gas dual hose and two (2) diesel dual hose slow and high speed	\$101,425.98
1	Internal display board	\$825.00
TOTAL BID		\$102,250.98

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued?	6-9 Months
Work is guaranteed for how many years?	1 Year
Material are guaranteed for how many years?	Some are up to 1

BID RESPONSE FORM
continued

Vendor: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1

City, State, Zip Code: Sunrise, FL, 33351

Email Address: Mark.casabo@spatco.com

Typed Name & Title: Andy Adams (Vice President of South Florida)

Signature:  _____ **Date:** 10/14/2022

Telephone No.: (727) 540-0818 **Fax No.:** _____

(*Please include Remit to address if different than address stated above)

Remit To: PO BOX 31516, Charlotte, NC, 28231

Check block below for applicable minority indicator:

- Asian Indian Black Asian Pacific Hispanic
 Native American Small Business Women Owned
 Small Disadvantage Business

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	YES	
Include proof of proper licensing as stated in bid documents.	YES	
Include proof of proper insurance as stated in bid documents.	YES	
Did you include a list of all materials and equipment to be used in providing the service?	YES	
Is Drug-Free Workplace form signed and enclosed?	YES	
Is Bid Response Form completed, signed and attached?	YES	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	YES	
W-9 Form completed, signed and attached?	YES	
Are two (2) complete reference forms included?	YES	
Are one (2) complete bid packages included (one original and one copies)?	YES	
Is each Bid Addendum (when issued) signed and included?	YES	
Bid envelope is marked accordingly.	YES	

PLEASE SIGN AND RETURN WITH BID.

Mark Casalo



CITY FORT PIERCE
FUEL DISPENSERS REPLACEMENT
BID NO. 2022-028
ADDENDUM NO. 2

The purpose of this addendum is to provide a response to questions from potential bidders.

1. **QUESTION:** Do we need to pull electrical permits to replace the PMC Fuel Dispensers or possible Fuel Management System?

ANSWER: Yes, Permits will be required thru the building department.

2. **QUESTION:** Are you requesting any type of Bid Bond to be submitted with the Bid Package?

ANSWER: No, Bid Bond is required.

3. **QUESTION:** Will you be requesting a Performance and Payment Bond once a formal contract is issued?

ANSWER: No, Performance and Payment Bonds are not required.

4. **QUESTION:** Where do I find the addendum? Is there a specific date when they will be posted? Is there a cutoff date and time to questions asked by the bidders?

ANSWER The City and Demandstar websites. The last day for questions, is Thursday, September 22, 2022, 5:00 PM.

5. **QUESTION:** The city is requesting (6)-100ft hose for the current hose reels. Please specify 1" or 1.5". Keep in mind. If the city decides to go with 1.5" in order to acquire a better flow rate, a new hose reel will need to be added to this IFB. I do not see specification anywhere pertaining the hose reels on the IFB. Please advise how you would like me to proceed?

ANSWER: Gas dispenser hoses at this time I believe are 3/4 X 100. I would like to change I would like to change 1 side to a 1-inch hose for higher flow and the second hose 3/4 for slow fill. Diesel dispenser at the main fuel dock we will go with 2,1-inch hoses, 100 ft, 1 nozzle will be reduced down to 7/8, the second nozzle will be 1 inch. The 3rd dispenser to accommodate 1 1/2 hoses with nozzles. 1 hose connection to accommodate 110 ft of hose the second will accommodate 100 ft of hose.

6. **QUESTION:** Bidder Acknowledgement (Page 1) on the bottom left it states, Bid security is attached, when required in the amount of?

ANSWER: This question refers to a bid bond. No bid security(bond) is required for this bid.

7. **QUESTION:** Does the bid form need to change to accommodate these new items?

ANSWER: Yes

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____  _____
Manual

Signature: _____ Mark Casabo _____
Typed or Printed

Company Name: _____ SPATCO ENERGY SOLUTIONS LLC _____

Address: _____ 5150 NW 109th Ave Suite 1, Sunrise, FL 33351 _____

Date: _____ 10/14/2022 _____

/gm

October 5, 2022



CITY FORT PIERCE
FUEL DISPENSERS REPLACEMENT

BID NO. 2022-028

ADDENDUM NO. 3

The purpose of this addendum is to provide a response to questions from potential bidders and revised Scope of Work, Bid Response Form, and Insurance Requirements. Please disregard the Scope of Work, Bid Response and Insurance Requirement in the original bid document and replace with the attachments.

1. **QUESTION:** Bidder Acknowledgement page 9 (Commercial General Liability). It states. Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of (3) years after the final completion of work. Please clarify.

ANSWER: We require the contractor to maintain products/completed operations coverage for a period of three(3) years post installation due to the huge liability this type of work represents for the city if the scope of work is not performed properly and because improper installation is not detected upon the initial install.

2. **QUESTION:** Will you be requesting a separate quote for a Fuel Management System? If so, how would you like me to submit it.

ANSWER: See Revised Bid Response Form

3. **QUESTION:** On the Bid and Response Form (Page 8). You are requesting a price for an Internal Display Board. Do you still need a quote for this section?

ANSWER: Yes

4. **QUESTION:** I would like to clarify the flow rate for the (3) PMC Fuel Dispensers you are replacing. Is line 1 and 2 correct to include on your proposal? Line 3 would be another options we discussed.

ANSWER: One (1) gas one (1) diesel on the fuel dock will be 20 gpm. One (1) diesel, one (1) gas fuel dock highest flow rate related to hose size and nozzle.

Westside highest flow rate available due to hose and nozzle size.

5. QUESTION: Is there any way for me to be able to get model and serial number of the existing fuel dispensers. I also need measurements at the base where they are mounted if at all possible. I need this information because custom plates may have to be made to install the new ones?

**ANSWER: PMC Type: SF-46/46-S1 SN:11509
Hole size 10 1/2x10 1/2 open hole with an additional 31/4 inches filled in. Total 13 3/4 L. All measurements are the responsibility of the contractor, as we are not responsible for any miscalculations.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Mark Casabo
Manual

Signature: Mark Casabo
Typed or Printed

Company Name: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1, Sunrise, FL 33351

Date: 10/14/2022

/lh

**Attachments: Statement of Work
Bid Response Form
Insurance Requirements**



REVISED BID RESPONSE FORM

Bid Item	FUEL DISPENSERS' REPLACEMENT		
Bid Number	2022-028	Due Date & Time	3:00PM, MONDAY, OCTOBER 17, 2022

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

ITEM NO.	ITEM DESCRIPTION	TOTAL
1	Removal and replacement of one (1) single hose dispenser to accommodate 130 feet of 1 1/2 diesel fuel hose, nozzle, fittings and 3 feet hose from dispenser to hose reel. 1 hose hanger Replacement of 2 nd diesel hose 90 feet 1 inch hose fittings and nozzle same dispenser. 1 hose hanger One (1) gas hose 3/4 x 75ft and one (1) 1 inch x 75 feet gas hose and 3 feet of hose between hose reel and dispenser, fittings and nozzles. Two (2) (1) inch diesel dual hoses, slow and high speed, 3 feet of hose between dispenser and hose reel.	\$101,425.98
TOTAL		\$101,425.98
OPTIONAL ITEMS Please provide quote for the following items		
2	Internal display board	\$825.00
3	Fuel Management System and Outside point of sale	\$50,968.00
TOTAL BID (Including items 1 thru 3)		\$153,218.98

Please respond to the following questions:

Manufacturer: PMC (Pump Measure Control)	
Model: PMC Commander Model #2200,2600,6600	
Warranty: PMC 1 Year Warranty	
This project will be completed within how many calendar days after the notice to proceed is issued?	6-9 Months
Work is guaranteed for how many years?	1 Year
Material are guaranteed for how many years?	Some are up to a year

BID RESPONSE FORM

Continued

Vendor: SPATCO ENERGY SOLUTIONS LLC

Address: 5150 NW 109th Ave Suite 1

City, State, Zip Code: Sunrise, FL, 33351

Email Address: Mark.casabo@spatco.com

Typed Name & Title: Mark Casabo - Commercial Fuel System Manager

Signature: Mark Casabo Date: 10/14/2022

Telephone No.: (321) 246-8248 Fax No.: _____

(*Please include Remit to address if different than address stated above)

Remit To: PO BOX 896984 CHARLOTTE, NC 28289-6984

Check block below for applicable minority indicator:

- Asian Indian Black Asian Pacific Hispanic
 Native American Small Business Women Owned
 Small Disadvantage Business

SECTION IV

STATEMENT OF WORK

REVISED

1. PURPOSE

The City of Fort Pierce is requesting bids from qualified contractors for Fuel Dispensers Replacement, Fort Pierce, Florida. The work associated with this project consists of removal and replacement of three (3) dual hose dispensers, fuel hose and nozzles, one (1) gas dual hose, 2 diesel dual hose slow and high speed.

2. SCOPE OF WORK

- ❖ Fuel dispensers must be built for a marine environment. Separate quote or cost for internal display board. An example of equipment considered is the **PMC Commander Marine Dispenser, see below the specifications.**
- ❖ Quotes will include the removal of old dispensers, replace and make full operation, with all devices. Quotes need to include warranty information.
- ❖ Contractor shall provide all necessary materials, equipment, and labor to remove the existing three (3) fuel dispensers and replace with three (3) new fuel dispensers located at the City of Fort Pierce Marina, 1 Avenue A, Fort Pierce, FL.

3. FUEL HOSE AND NOZZLES SPECIFICATIONS:

FUEL TYPE/HOSE SIZE	NOZZLE	LOCATION
Gas 1 ¾ in hose 75 feet	(1) Small	Main Fuel Dock
Gas 1 1- inch hose 75 feet	(1) Large	Main Fuel Dock
Diesel 2-1-inch hoses 75 feet	(1) Large (1) Small	Main Fuel Dock
Diesel 1- 1 inch 90 feet	(1) Large	Southside westside seawall fuel dispenser
Diesel 1 - 1 1/2 inch 130 feet	(1) Extra Large Nozzle, (1) Large hose cabinet Northside Replace connection hoses and Fittings between hose reels and dispenser	Northside westside seawall

- ❖ Replace connection hoses and fittings between hose reels and dispensers

STATEMENT OF WORK
Continued

PMC COMMANDER MARINE SPECIFICATIONS

20 & 60 GPM configurations
Single or dual hose
Piston or rotary PD meters
2-Stage control valve
Satellite capable (60 GPM units)
Resale accurate
Communications interface
Dual sided retail or commercial electronic display
Programmable pulse output
Complete stainless steel construction
Powder coated welder chassis
ETL listed

SECTION II

INSURANCE REQUIREMENTS REVISED

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. As evidence of compliance with the insurance required herein, Contractor shall furnish the City of Fort Pierce with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City of Fort Pierce and its members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the City of Fort Pierce.

Until such insurance is no longer required by this Agreement, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least fifteen (15) days prior to the expiration or termination of such insurance.

If requested to do so by the City of Fort Pierce, Contractor shall, within thirty (30) days after receipt of a written request from the City of Fort Pierce, provide the City of Fort Pierce a certified, complete copy of the policies of insurance of insurance providing the coverage required.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY – Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City of Fort Pierce, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City of Fort Pierce, and its officials, officers and employees scheduled thereon. The policy shall be endorsed to include NCCI Endorsement WC 00 02 01A, "Maritime Coverage Endorsement" or its equivalent.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$1,000,000 (Each Accident)
\$1,000,000 (Disease-Policy Limit)
\$1,000,000 (Disease-Each Employee)

COMMERCIAL GENERAL LIABILITY – Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements, other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City of Fort Pierce and its officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

AUTOMOBILE LIABILITY – Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed.

The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
---	-------------

WATERCRAFT LIABILITY – To the extent watercraft are utilized, the Contractor shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum cover the Contractor and subcontractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City of Fort Pierce and its officials, officers and employees as additional insureds.

The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
----------------------------------	-------------

POLLUTION LEGAL LIABILITY – Such insurance shall cover Contractor for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the City of Fort Pierce and its officials, officers and employees as additional insureds.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$500,000
Annual Aggregate	\$500,000

GENERAL CONDITIONS

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Contractor shall pay on behalf of the City of Fort Pierce or its members, officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City of Fort Pierce or its members, officials, officers and employees.

All policies of insurance provided by the Contractor must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation.

The Commercial General Liability, Watercraft Liability and Pollution Liability policies shall be endorsed to provide that the Insurer waive its rights against the City of Fort Pierce and their officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SORIDE, MATTHEW LEE

SPATCO ENERGY SOLUTIONS, LLC
2586 LANE AVE N
JACKSONVILLE FL 32254

LICENSE NUMBER: CBC1264756

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SORIDE, MATTHEW LEE

SPATCO ENERGY SOLUTIONS, LLC
8303 UNIVERSITY EXECUTIVE PARK DR
CHARLOTTE NC 28262

LICENSE NUMBER: PCC1256982

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SORIDE, MATTHEW LEE

SPATCO ENERGY SOLUTIONS, LLC
4201 CONGRESS ST SUITE:440
CHARLOTTE NC 28209

LICENSE NUMBER: EC13009926

EXPIRATION DATE: AUGUST 31, 2024

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2022 - 2023 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
Phone: (904) 255-5700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023 .

SORIDE, MATTHEW LEE
P O BOX 31516
CHARLOTTE, NC 28231

ACCOUNT NUMBER: 320893
BUSINESS NAME: SORIDE, MATTHEW LEE
PHYSICAL ADDRESS: 2586 LANE AVE
JACKSONVILLE, FL 32254

CLASSIFICATION CODE: 325014 QUALIFYING AGENT - CONTRACTORS

STATE LICENSE NO: PCC1256982

COUNTY TAX: 0.00
MUNICIPAL TAX: 100.00
COUNTY LATE PENALTY: 0.00
MUNICIPAL LATE PENALTY: 0.00
TOTAL TAX: 100.00

RENEWAL

VALID UNTIL September 30, 2023

*****ATTENTION*****

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid INT-23-00603256 08/17/2022 \$ 100.00

NOTICE TO OTHERS ENDORSEMENT

Named Insured SPATCO Energy Solutions, LLC			Endorsement Number
Policy Symbol CPW	Policy Number G71832612 003	Policy Period 08/01/2022 to 08/01/2023	Effective Date of Endorsement 08/01/2022
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

FIRST NAMED INSURED'S REPRESENTATIVE

Name of first **Named Insured's** representative: *(Enter the name and address of the Retail Agent)*

AmWINS
Attn: Cameron Aldrich
3630 Peachtree Road NE, Suite 1700
Atlanta, GA 30326

- A. For purposes of this endorsement, the following definition is added:
Certificate Holder Schedule – A list of persons or organizations requesting 30 day notice of cancellation of this Policy that is created by and maintained by the first **Named Insured** or the first **Named Insured's** representative.
- B. We will only be responsible for sending written notice of cancellation to the first **Named Insured** and the first **Named Insured's** representative identified above. This notice will be sent at least 35 days prior to the cancellation date applicable to the Policy. In turn, it will be the sole responsibility of the first **Named Insured's** representative to send notice to the persons or organizations listed in the **Certificate Holder Schedule** at least 30 days prior to the cancellation date applicable to the Policy.
- C. If we cancel this Policy prior to its expiration date by notice to the first **Named Insured** for any reason other than nonpayment of premium, we will also send written notice of cancellation to the first **Named Insured's** representative to enable such representative to send notice to such persons or organizations in the **Certificate Holder Schedule** upon receipt of written notice of cancellation from us. This notice to persons or organizations listed in the **Certificate Holder Schedule** will be the sole responsibility of the first **Named Insured's** representative, separate from and in addition to our notice to the first **Named Insured**, the first **Named Insured's** representative and any other party to whom we are required to notify by statute or in accordance with the cancellation provisions of the Policy.
- D. We will not receive or maintain a copy of the **Certificate Holder Schedule**. Sole responsibility for the accuracy and correctness of information in any **Certificate Holder Schedule** lies exclusively with the first **Named Insured** or the first **Named Insured's** representative.
- E. The notice to persons or organizations listed in the **Certificate Holder Schedule** referenced in this endorsement and provided by the first **Named Insured's** representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Certificate Holder Schedule** in the event of cancellation of coverage. We have no legal

obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) listed in the **Certificate Holder Schedule** will impose no obligation or liability of any kind upon the insurance company, its agents and representatives, and will not extend any Policy cancellation date and/or negate any cancellation of the Policy.

- F. This endorsement does not apply in the event that the first **Named Insured** cancels the Policy or in the event of cancellation for nonpayment of premium.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: UB-5T764850-22-14-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

POLICY NUMBER: UB-5T764850-22-14-G

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT
COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page. General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
AL	31.00
AR	84.00
FL	58.00
GA	50.00
KY	50.00
LA	23.00
MS	81.00
NC	58.00

SCHEDULE

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
OK	75.00
SC	25.00
TN	110.00
UT	84.00
VA	32.00

POLICY NUMBER: UB-5T764850-22-14-G

NOTICE OF CANCELLATION OR NONRENEWAL BY US ENDORSEMENT

The following replaces **PART SIX – CONDITIONS, D. Cancellation**, Paragraph 2.:

2. We may cancel or not renew this policy by mailing or delivering to you written notice stating when such cancellation or nonrenewal is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We will mail or deliver that notice:
 - a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or
 - b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days notice required by applicable law.

SCHEDULE

NUMBER OF DAYS 60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 08-01-22 ST ASSIGN:

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 90

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 90

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.



CITY OF FORT PIERCE
 PURCHASING DIVISION
 1 AVENUE A
 FORT PIERCE FL 34950

Quotation

Number/Date
 20089745 / 10/05/2022
 Reference no./Date

 Delivery date
 Day 10/12/2022
 Cust. no.
 1063684
 Validity period
 10/05/2022 to 10/20/2022
 Salesperson
 774

Bill-to address

CITY OF FORT PIERCE- PURCHASING DIV
 ATTN:Dean Kubitsschek(Marina Direct
 PH;772-464-1245 OR 772-834-1070
 Dkubitschek@cityoffortpierce.com
 100 NORTH US 1
 FORT PIERCE FL 34950R

We deliver according to the following conditions:
 Terms of payment Pending Credit Approval
 Terms of delivery FOB SHIPPING POINT

Currency USD

Contact: Mark Casabo - Territory Sales Manager
Mobile: (321)246-8248 Office: (407)339-2384
Mark.Casabo@spatco.com - www.spatco.com

Material	Qty	Price	Value
INSTALLATION PRICE	1 EA	35,278.00	35,278.00
Installation - Contract Price			

SPATCO ENERGY SOLUTIONS Scope of Work:

- 1.Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.
- 2.Mobilize personnel and equipment to project site.
- 3.Temporarily barricade work area to provide a safe working environment.
- 4.Note:** PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main



CITY OF FORT PIERCE
 1 AVENUE A
 FORT PIERCE FL 34950

Doc. no./Date
 20089745 / 10/05/2022

Page
 2

Material	Qty	Price	Value
fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.			
5. Locate and verify all power to (3) existing dispensers and confirm Lock out/Tag out has been performed.			
6. Disconnect and remove (3) existing PMC dual hose dispensers and properly dispose.			
7. Furnish and install (1) PMC - CMDR 2200 electric/single product/dual hose dispenser #1 for regular fuel.			
8. Furnish and install (1) 100ft-1" & (1) 100ft-3/4" IRPCO hose to existing hose reels. Note: (1) Existing 3/4" hose reel located on dispenser #1 will be replaced with (1) 1" hose reel from dispenser #3.			
9. Furnish and install (1) PMC - CMDR 2600 electric/single product/dual hose dispenser #2 for diesel fuel.			
10. Furnish and install (2) 100ft-1" IRPCO hose to existing hose reels.			
11. Furnish and install (1) PMC - CMDR 6600 electric/single product/dual hose dispenser #3 for diesel fuel.			
12. Furnish and install 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to include a 40'x18" trench in the grass to furnish and install (1) Hannay Reel model #SSEPJ 26-30-31-115 volt SX-163 motor located at dispenser #3.			
13. Furnish and install (1) 100ft-1" & (1) 115ft-1 1/2" IRPCO hose to existing and new hose reel.			
14. Furnish and install (6) 2ft 1" IRPCO hose from dispenser to (6) hose reels.			
15. Furnish and install (4) OPW Nozzle -7H-0100, (4) Swivel 45-1" (2) OPW Nozzles -11AP-0400, (2) Swivel 45-3/4".			



CITY OF FORT PIERCE
1 AVENUE A
FORT PIERCE FL 34950

Doc. no./Date
20089745 / 10/05/2022

Page
3

Material	Qty	Price	Value
16. Test and program all equipment to ensure proper functionality.			
17. Clean up entire work area and demobilize crew.			
Option: Fuel Management System Installation.			
1. Upon contract award, secure proper permits using City of Fort Pierce supplied site plans.			
2. Mobilize personnel and equipment to project site.			
3. Temporarily barricade work area to provide a safe working environment.			
4. Note: PMC Dispenser #1 (Regular) & PMC Dispenser #2 (Diesel) is located adjacent to one another in front of the main fuel dock store. PMC Dispenser #3 (Diesel) is located behind the main fuel dock store. Each fuel dispenser is currently equipped with two hose reels. (6) Total.			
5. Furnish & install (1) 3/4" PVC/GRC conduit w/ (1) wire from the buildings power source to the new Fuel Management System & (1) Cat 6 cable for internet connection.			
6. Saw cut a 12'x18" of concrete from the Fuel Management System to dispenser #1 and a 10'x18" from dispenser #1 to dispenser #2. Connect (2) Cat 6 cables for communications.			
7. Run (1) Cat 6 cable from the Fuel Management System around the building and into the grass towards the back of the building. Trench 40ft in the grass to connect Cat 6 cable communications to PMC dispenser #3.			
8. Furnish and install (1) Fuel Master Unit #FMU5740-F6 including FM Live Cloud Base Software.			
9. Furnish and Install (1) USB Prokee Encoder #941D0120 to include (50) Blue Prokees #172405BL.			



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Material	Qty	Price	Value
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10.Furnish & Install (1) Wireless Install Kit #191F0223 for tank monitor options.

11.Training to be supplied from project management for new equipment.

12.Test and program all equipment to ensure proper functionality.

13.Clean up entire work area and demobilize crew.

PRICE FOR OPTION ADD \$50,968.00

Notes:

(A) Any unforeseen conditions will be charged out on a time and material basis.

****Quote is valid for 15 days, Due to volatility of market, material costs may increase before construction begins. If this is the case a change order will be required to proceed.**

INSTALLATION PARTS	1 EA	13,842.00	13,842.00
Installation - Contract Parts			
GPD3515	1 EA	15,400.00	15,400.00
CMDR-2200GRM Dual Dispenser			

- CMDR-2200GRM Dual Dispenser
- Dual Product / Dual Hose
- All stainless steel / aluminum piping
- Aluminum conduit and fittings
- Powder coated stainless steel frame
- 316L Stainless steel panels
- SIDE 1 & SIDE 2 # rated to 20 GPM
- 1. 1" Positive Displacement meter
- 2. Inlet filter
- 3. Retail Electronic Display (Dual Sided)
- 7-digit TOTAL SALE / TOTAL VOLUME
- 5-digit PRICE PER GALLON
- 4. Programmable pulse out



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Material	Qty	Price	Value
5. 2-Wire Communications Interface			
6. 1" Solenoid			
7. Nozzle boot for OPW 11 Series or 7H style nozzle			
Lead Time - 20 weeks ARO			
FREIGHT WILL BE PREPAID AND ADDED TO INVOICE			
GPD3515	1 EA	15,743.00	15,743.00
CMDR-2600GRM Dual Dispenser			

- CMDR-2600GRM Dual Dispenser
- Dual Product / Dual Hose
- All stainless steel / aluminum piping
- Aluminum conduit and fittings
- Powder coated stainless steel frame
- 316L Stainless steel panels
- SIDE 1# rated to 20 GPM
- 1. 1" Positive Displacement meter
- 2. Inlet filter
- 3. RETAIL Electronic Display (Dual Sided)
- 7-digit TOTAL SALE / TOTAL VOLUME
- 5-digit PRICE PER GALLON
- 4. Programmable pulse out
- 5. 2-Wire Communications Interface
- 6. 1" Solenoid
- 7. Nozzle boot for OPW 11 Series or 7H style nozzle
- SIDE 2# rated to 60 GPM
- 1. 1-1/2" Positive Displacement meter
- 2. Inlet strainer
- 3. RETAIL Electronic Display (Dual Sided)
- 7-digit TOTAL SALE / TOTAL VOLUME
- 5-digit PRICE PER GALLON
- 4. Programmable pulse out
- 5. 2-Wire Communications Interface
- 6. 1-1/2" Solenoid
- 7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO



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Material	Qty	Price	Value
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FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

GPD3515 CMDR-6600GRM Dual Dispenser	1 EA	16,098.00	16,098.00
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- CMDR-6600GRM Dual Dispenser
- Dual Product / Dual Hose
- All stainless steel / aluminum piping
- Aluminum conduit and fittings
- Powder coated stainless steel frame
- 316L Stainless steel panels
- SIDE 1 & SIDE 2 # rated up to 60 GPM
- 1. 1-1/2" Positive Displacement meter
- 2. Inlet strainer
- 3. Retail Electronic Display (Dual Sided)
- 7-digit TOTAL SALE / TOTAL VOLUME
- 5-digit PRICE PER GALLON
- 4. Programmable pulse out
- 5. 2-Wire Communications Interface
- 6. 1-1/2" Solenoid
- 7. Nozzle boot for 7H or 1290 style nozzle

Lead Time - 20 weeks ARO

FREIGHT WILL BE PREPAID AND ADDED TO INVOICE

Items total	96,361.00
Freight	1,200.00
Estimated Tax	3,864.98
Final amount	101,425.98

****THANK YOU FOR THE OPPORTUNITY TO QUOTE****

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

325 Dane Lane Longwood, FL 32750
 800-542-0558 | 407-339-2384



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Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind Seller.

Accepted By

Date: _____ Customer: _____

Date: _____ Salesman: _____

SPATCO Energy Solutions, LLC
TERMS AND CONDITIONS

1. **Agreement.** The agreement between Seller and Buyer (this "Agreement") consists of the applicable quotation signed by both parties ("Quotation"), the applicable statement of work signed by both parties ("Scope"), these terms and conditions, and the terms and conditions set forth on invoices delivered by Seller to Buyer. This Agreement shall become effective on the date Buyer executes and delivers it to Seller ("Effective Date"), subject to approval of Seller's credit manager.

2. **Work.** Seller will perform the Work on the terms and conditions of this Agreement. Seller (a) will install the Equipment at the Job Site in accordance with the current version of the American Petroleum Institute's Recommended Practice 1615-1987 (the "API Standards") and the Petroleum Equipment Institute's Recommended Practices for Installation of Underground Liquid Storage Systems (the "PEI Standards") and (b) will install all safety equipment included in the Equipment in accordance with the NFPA 30-1993 Flammable and Combustible Liquids Code or NFPA 30-A1993 Automotive and Marine Service Code, as applicable, (collectively, the "NFPA Standards").

3. **Safety Standards.** Federal, state and local laws and regulations may impose more stringent standards than the API Standards, the PEI Standards or the NFPA Standards, and Buyer's insurance carriers may require additional or different equipment. Buyer will ensure that the Work and the Equipment comply with all federal, state and local laws and regulations and with the standards set by Buyer's insurance carriers. Any changes to the Work or the Equipment to comply with any of those laws, regulations or other standards shall be made in accordance with Section 6, Change Orders, below. Buyer will follow all instructions and directions, and use all safety devices, provided by the manufacturers of the Equipment.

4. **Price and Payments.**

a. **Invoices.** Seller will invoice Buyer for the cost of each piece of Equipment and all related taxes, insurance and freight charges ("Equipment Invoices") on the earlier of (i) the delivery of that Equipment to the Job Site, or (ii) the delivery of that Equipment to Seller's warehouse for storage. Buyer will pay each Equipment Invoice within 10 days after the invoice date. Seller will invoice Buyer for all services ("Service Invoices") on a monthly basis, and Buyer will pay each Service Invoice within 30 days after the invoice date. Seller will give Buyer a credit against the initial amounts due under the Equipment Invoices and the Service Invoices in the amount of the Initial Payment (defined in the Quotation). Buyer shall not withhold payment based on any typographical or similar error in any invoice. All amounts Buyer does not pay as and when due shall accrue interest at the rate of 18% per annum until paid. Buyer shall pay all of Seller's costs of collection, including reasonable attorneys' fees. No partial payment by Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of Seller, notwithstanding any notation or statement accompanying that payment. Payment Terms for Wayne Equipment are Net 10 Days. _____ (Initial)

b. **Taxes.** The Price (defined in the Quotation) does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, "Taxes"). If Seller is required to collect any Taxes, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

c. **Permits.** The Price does not include any fees for any building or other government permits, licenses, tests or inspections necessary to perform the Work (collectively, "Permits"). Buyer will obtain and pay for all Permits, confirm to Seller in writing that it has done so, and deliver to Seller copies of all Permits, all before Seller begins the Work. If Seller pays any fees for any Permits, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

d. **Weekends and Holidays.** The Price does not include the extra costs of Seller's performing any of the Work on Saturdays, Sundays or holidays. If Buyer and Seller agree that Seller shall perform some of the Work on Saturdays, Sundays or holidays, Buyer will pay Seller, in addition to the Price, an extra charge equal to the number of hours of Work performed multiplied by twice Seller's standard labor rate.

e. **Performance Bond.** The Price does not contain any allowance for a performance bond. If Buyer requests, and Seller agrees to provide, a performance bond for some or all of the Work, as a condition to Seller's providing the bond, Buyer will pay directly all premiums and other costs of the bond.

f. **Not Included.** Unless otherwise stated in the Scope of Work (Attachment A), no electrical work, concrete or asphalt work, tank tests or line tests are included in the Price or the Work.

g. **Security Interest.** Buyer hereby grants and Seller retains a purchase money security interest in the Equipment, including the proceeds therefrom, for the purpose of securing Buyer's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the Equipment upon Buyer's default, and charge Buyer with any deficiency. Buyer hereby authorizes Seller to file appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by Buyer, upon Seller's request, Buyer shall provide a Landlord's Waiver in a form acceptable to Seller.

Seller reserves the right to ship under reservation for payment against documents of title. Title and a first and prior security interest to the Equipment shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. The Equipment shall at all times be deemed personal property, even after attachment or connection to realty. The Buyer shall keep the Equipment in good working condition and physical appearance free of liens, and until the purchase price is fully paid shall maintain such insurance as described below under Insurance.

5. **Job Site Conditions.**

_____ (Customer Initials)

_____ (Sales Rep. Initials)

a. **Digging and Excavating.** Any digging or excavating included in the Work is based on the assumption that the soil conditions at the Job Site are normal for the area and unobstructed. If any digging or excavating is included in the Work, and Seller encounters unusual digging conditions in connection with the Work, Buyer shall pay Seller its standard hourly labor rates for those personnel involved in overcoming those conditions. Unusual digging conditions are conditions that inhibit Seller from completing the digging in a reasonable manner using a backhoe or trackhoe, including heavy rock, shale and water. If Seller is required to have any of this Work performed by a subcontractor, Seller will invoice Buyer those costs plus 20%. Seller will notify Buyer of any unusual digging conditions before Seller commences the extra Work to overcome those conditions, and Buyer will have five days to decide whether to authorize Seller to perform the extra Work or to terminate this Agreement. If Buyer elects to terminate this Agreement as a result of those conditions, Buyer shall pay Seller, as a condition of being entitled to exercise its right to terminate, an amount equal to all hours spent by Seller's personnel performing the Work multiplied by Seller's standard hourly rates for those personnel, plus all of Seller's out of pocket costs incurred in connection with the Work, including all restocking fees for Equipment that can be returned and Seller's quoted selling price to Buyer for all Equipment that cannot be returned; provided that the amount of this payment shall not exceed the Price.

b. **Underground Structures.** Buyer shall inform Seller in writing of the location of all underground structures, including tanks, product lines, cables, conduits, sewer lines and water lines, where the digging or excavating is to occur before Seller starts any of the Work at the Job Site. Buyer shall indemnify, defend and hold Seller and its affiliates and their respective directors, officers, managers, employees and agents harmless from and against all claims, losses, damages, costs and attorneys' fees and expenses resulting from Seller's encountering any such underground structure unless Buyer informs Seller of the correct location and size of the structure before Seller commences the Work.

c. **Tank Filling.** Buyer shall have product or water available at the Job Site to fill all tanks as requested by Seller or as required by applicable law. Seller does not guarantee that the tanks will not float. Buyer will be responsible for all damage that may be caused by tanks floating under all circumstances, including all costs for equipment, labor and materials required to reinstall the tanks. Unless Seller's quotation expressly quotes a price for ballasting tanks, Buyer is responsible for ballasting tanks to capacity. Seller is not responsible for ballasting tanks or for any water removal or disposal from tanks. In addition, Seller is not responsible for filling the tanks with petroleum products or any associated overfill releases. Buyer is responsible for all overfills and releases under all circumstances.

d. **Photography.** Buyer hereby grants Seller permission to take still photographs and video recordings of all aspects of the Equipment and the Work.

e. **Electricity.** Buyer will provide, at Buyer's expense, at the Job Site all electrical power Seller at its subcontractors require for the operation of their tools and equipment.

f. **Materials Safety.** Buyer will provide Seller, PRIOR TO COMMENCEMENT OF THE WORK, Material Safety Data Sheets on all chemical products used by Buyer in connection with the Job Site.

6. **Change Orders.** Buyer may request changes in the Work, including the Equipment, by delivering to Seller a written request specifying in detail the proposed changes. If Seller agrees to make those changes, it shall deliver to Buyer a proposed change order ("Change Order") specifying the changes Seller will make and any associated change in the Price. The Change Order will not become effective or part of this Agreement unless and until Buyer executes it and delivers it to Seller, at which time the Change Order will become an amendment to this Agreement. Except as expressly provided in the Change Order, all provisions of this Agreement shall remain unmodified and in full force and effect.

7. **Warranties.**

a. **Equipment.** The sole and exclusive warranty for the Equipment shall be the manufacturer's warranty ("Equipment Warranty"), and Buyer's sole and exclusive remedy for a breach of the manufacturer's warranty shall be the remedy provided by the manufacturer. Seller does not provide any warranty for any of the Equipment.

b. **Services.** For a period of one year after the date of the particular Invoice for services provided in connection with the installation of the Equipment ("Services Warranty Period"), Seller warrants that all services Seller performs as part of the Work reflected in that invoice will be rendered in accordance with good commercial practices and comply in all material respects with the API Standards, PEI Standards, NFPA Standards and any other standards expressly listed in the SOW or these Terms and Conditions (the "Services Warranty"); provided, however, that with respect to any tank cleaning services provided by Seller, no warranty is made that the tank will be free of impurities after such cleaning has been completed, and Seller shall have no liability or responsibility for any such impurities. If Buyer delivers to Seller written notice specifying the services that do not comply with the Services Warranty and the reasons Buyer believes they do not comply within the Services Warranty Period, Seller, at Seller's option, will correct or re-perform the non-complying services or refund to Buyer that portion of the Price charged for those services. This Section 7.b. contains Buyer's sole and exclusive warranties and remedies for any services that are part of the Work.

c. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

d. **Conditions.** The Equipment Warranty and the Services Warranty shall be null and void if (a) the Equipment or the Work are abused, misused, damaged by accident, used or operated contrary to Seller's or the manufacturer's instructions, or modified by anyone other than Seller, (b) the Equipment or the Work are not maintained in accordance with Seller's instructions or are given inadequate care, (c) Buyer does not pay the Price as and when due, (d) replacement parts other than those provided by Seller are installed in or on the Equipment, or (e) Buyer does not allow Seller access to the Equipment or the Work for purposes of inspection, repair or replacement. Seller shall not be responsible for the failure of any other person or entity (collectively, "Person") engaged by Buyer to install any electrical wiring correctly in accordance with the Equipment manufacturer's instructions. Buyer shall give Seller immediate written notice of any warranty claim,

_____ (Customer Initials)

_____ (Sales Rep. Initials)

shall allow Seller access to the Equipment and the Work to inspect, repair or replace the Equipment and the Work. Seller will not accept, pay or reimburse any invoices or charges for any warranty work performed by others. Notwithstanding anything to the contrary in this Agreement, Seller shall not be responsible for any damages resulting from the negligence of the Buyer or the failure of the Buyer to monitor the operation of all Equipment on a daily basis in accordance with standards established by the underground storage tanks regulations set forth in 40 C.F.R. Part 280 or any other applicable law, including Environmental Laws (defined below), affecting the operation of the Equipment, and Buyer shall be fully responsible for all of those damages.

e. Buyer Indemnity. Buyer agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Buyer's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by government agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against Seller or Buyer or said damage, personal injury or death is claimed or sustained by Buyer or made against Buyer or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Buyer agrees to hold Seller harmless from and defend and indemnify it against same.

f. Drawings. When specifically included in the Work, site drawings, installation plans, and as-built drawings will be prepared using a current Buyer-provided scale drawings showing property lines, rights of way, easements, utilities, driveways, buildings and improvements. Any drawings furnished in connection with the bid proposal or Work was for bid purposes only and is the property of Seller. If such drawings are used without a professional or registered engineer's stamp, Buyer uses it at its own risk with full and complete indemnity to Seller for any acts, errors, omissions or damages that may arise out of using such drawings.

g. Independent Contractor. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this Agreement or otherwise to perform any obligations of Buyer, whether regulatory or contractual, or to assume any responsibility for Buyer's business or operations.

h. Substitution. Any identification of Equipment by brand name, manufacturer, catalog number, or other designation in Buyer's purchase order, Seller's documents or elsewhere only establishes a general quality standard and does not require Seller to supply a particular item. Seller shall have the right to select other Equipment that in Seller's opinion meets that general quality standard.

8. Risk of Loss. The shipping terms are F.O.B Shipper's Dock. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Buyer, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Buyer, and Buyer shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

If any damage is evident upon delivery, Buyer must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Buyer must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Buyer's responsibility.

9. Disclaimers and Limitations. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT AND WORK, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT; (B) AS TO MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR WORK FOR ANY PARTICULAR PURPOSE; (C) AS TO THE SUITABILITY OF THE EQUIPMENT OR THE WORK FOR BUYER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT OR THE WORK ON BUYER'S OPERATIONS. Buyer must give Seller written notice of any claim that it has regarding the condition, quantity or quality of the Equipment within 30 days after the delivery of the Equipment (or with respect to the nonconformity of the Equipment with the manufacturer's warranty, within the period specified in the manufacturer's warranty). Buyer must give Seller written notice of any nonconformity of the Work with the Services Warranty within the applicable Service Warranty Period. The notice must specify the basis of Buyer's claim in detail and identify the Equipment or the Work at issue. Seller shall have a reasonable opportunity to inspect the Equipment or the Work at issue and a reasonable time to cure any nonconformity. Buyer's failure to comply with this Section shall constitute Buyer's acceptance of the Equipment and the Work and shall bind it to pay Seller the full Price of the Work. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. In no event shall Seller be liable for any amount arising out of or relating to this Agreement, the Equipment or the Work, whether in contract, tort, strict liability or otherwise, in excess of the purchase price of the Equipment or Work at issue. Any action or proceeding by Buyer arising out of or relating to this Agreement, the Equipment or the Work will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. No delay in any of the Work shall entitle Buyer to any reduction of the Price.

10. Cancellation and Return of Goods. Buyer may cancel an order only upon advance written approval of Seller and the manufacturer, provided Buyer pre-pays the freight charges and Seller's reasonable cancellation and restocking charges, and Seller's handling fee equal to 10% of the Price for the Equipment or services that are the subject of the cancellation. No merchandise is returnable without Seller's advance written

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_____ (Sales Rep. Initials)

consent. Merchandise must be returned within ten (10) days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Buyer, and it will be stored at Buyer's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Buyer until credit from the manufacturer is received. **Special custom orders (including dispensers) shall be non-cancelable and non-refundable.**

11. Insurance.

a. **Seller.** Seller shall purchase and maintain during the performance of the Work (i) commercial general liability insurance, including coverage for bodily injury and property damage, that shall cover Seller and its subcontractors in their performance of the Work, and (ii) workers' compensation insurance as required by applicable law. At Buyer's request, Seller shall provide a current certificate of insurance showing Seller has in force the foregoing insurance.

b. **Buyer.** Buyer shall purchase and maintain commercial general liability insurance, including coverage for bodily injury and property damage to the Equipment, and for meeting any financial responsibility requirements under federal and state underground storage tank regulations. Buyer shall also purchase and maintain until Buyer pays the Final Invoice builder's risk insurance, including extended coverage for fire, theft and vandalism. At Seller's request, Buyer shall provide a current certificate of insurance showing Buyer has in force the foregoing insurance and showing Seller as a loss payee to the extent of its interest.

12. Force Majeure. Seller shall not be liable for delays or failing to perform any of its obligations under this Agreement resulting directly or indirectly, in whole or part, from events or causes beyond its reasonable control, acts of God, accidents, riots, wars, national emergencies, terrorism, strikes, labor disputes, unusual weather, natural disasters, hurricanes, storms, persistent or heavy rain, cyclones, earthquakes, floods, lightning, embargoes, failure by suppliers to deliver or by other contractors to perform, delays in obtaining or the inability to obtain supplies, equipment or labor through normal sources at normal prices, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any of the foregoing shall operate to extend Seller's time of performance under this Agreement for a period not less than the period of the delay caused by any of the foregoing, plus a reasonable amount of time for remobilization.

13. Seller's Rights Following Default.

a. Seller may, without prejudice to any other right or remedy, terminate this Agreement if: (i) Buyer is adjudged bankrupt or a receiver or trustee is appointed for Buyer, or Buyer is insolvent or makes a general assignment for the benefit of creditors; (ii) Buyer fails to pay any amount when due; or (iii) Buyer materially breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days following written notice thereof from Seller. In any of those events, Seller also may, at its option, take one or more of the following actions: (i) declare all or part of Buyer's obligations to Seller immediately due and payable, (ii) suspend its performance under this Agreement, (iii) foreclose its security interest in the Equipment and/or repossess the Equipment, (iv) treat such event as a cancellation by Buyer, in which event Buyer shall be obligated to perform the obligations set forth in Section 10 above, or (v) pursue its other rights and remedies under this Agreement or applicable law.

b. Upon termination of this Agreement by Seller, Seller shall have the right to remove equipment, tools and machinery owned by it from the Job Site, and shall be paid for all work done under the Quotation, for all materials and supplies obtained by Seller pursuant to the Quotation and for all costs and expenses incurred by Seller to date of termination. Buyer also shall pay all costs of collection, including reasonable attorneys' fees and costs.

14. Environmental.

a. **Representations and Warranties.** Buyer hereby represents and warrants to Seller that currently and at all times until Buyer pays the Price in full: (i) no Hazardous Substances are or will be present in, on or under the Job Site, including the air, surface water, land surface and groundwater; (ii) the Job Site and Buyer's operations on the Job Site are and will be in full compliance with all Environmental Laws; (iii) Buyer has the authority to authorize the installation of the Equipment and the performance of the Work as provided in this Agreement and has obtained all necessary consents from the owners of the Job Site for the same; (iv) Buyer has obtained all necessary permits and licenses to install the Equipment and to perform the Work; (v) Buyer and the Job Site are and will remain in full compliance with the underground storage tank regulations in 40 C.F.R. Part 280, including the financial responsibility regulations in Subpart H of the same; and (vi) the installation of the Equipment and the performance of the Work comply with all federal, state and local laws and regulations and with the standards set by the Buyer's insurance carriers, including all requirements restricting the location of, or imposing special requirements regarding, underground storage tank systems at or around wells, surface water and other sensitive receptors.

b. **Regulations.** Buyer is solely responsible for compliance with all of the underground storage tank regulations set forth in 40 C.F.R. Part 280, including as they relate to the installation of the Equipment and the performance of the Work.

c. **Inspection and Reporting Responsibilities.** Seller is not responsible for inspecting the Job Site or reporting to third parties, including governmental agencies, any Hazardous Substances or any violations of Environmental Laws relating to the Job Site or the Work. Buyer has the responsibility for inspecting the Job Site and reporting to third parties.

d. **Indemnity.** Buyer shall indemnify, defend and hold harmless Seller and its affiliates and their respective directors, officers, managers, employees and agents from and against any and all claims, actions, proceedings, liabilities, fines, losses, damages, costs, judgments, attorneys' and consultants' fees and expenses arising out of or relating to (i) the presence, suspected presence, release or threatened release, before or after the Effective Date, of any Hazardous Substances in, on or under the Job Site and any migration of those Hazardous Substances before or after the Effective Date, (ii) any activities, use or operations on the Job Site by Buyer or any other Person or their respective predecessors, successors, assigns, affiliates, directors, officers, managers, employees, invitees, contractors, vendors and

_____ (Customer Initials)

_____ (Sales Rep. Initials)

agents, (iii) any violation of or failure to comply with Environmental Laws at or relating to the Job Site, (iv) allegations that Seller is a handler, generator, owner, operator, treater, storer, transporter or disposer of any underground storage tank or Hazardous Substance in, on, under, located on or otherwise associated with the Job Site, (v) the use, ownership, maintenance, transfer, transportation or disposal of the Equipment after completion of the Work or while under Buyer's control, or (vi) any breach, misrepresentation, inaccuracy or failure to perform any representation, warranty or covenant made by Buyer in this Agreement.

e. **Definitions.** "Hazardous Substances" means any and all substances, materials, wastes, pollutants and contaminants which are now or at any time in the future defined as hazardous or toxic or are prohibited, limited or regulated by any Environmental Law (defined below) or that, if not so defined, prohibited, limited or regulated, could or do pose a hazard to health, safety or the environment, including any asbestos, asbestos-containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials, petroleum, petroleum products and petroleum by-products. "Environmental Laws" means any and all present or future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental and/or judicial directives or requirements, as well as common law, relating to the protection of human health or the environment and that are applicable to Buyer, Buyer's business, Seller, the Job Site or any operations now or previously conducted on the Job Site, including the federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any analogous state and local laws.

15. Hardware/Software.

a. In connection with this Quotation, the parties assume that any system hardware and software supplied by Buyer and/or Seller is inherently compatible and requires only routine start-up and programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller will be held harmless from any resulting delays in completion of the Work, and shall be entitled to full payment of the Price.

b. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Equipment. Buyer shall only have the limited, nonexclusive right to use the software in object code form only as specified by Seller or its licensors in order to operate the Equipment. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) install any other software on the Equipment. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Equipment and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by this Agreement.

16. **General.** Any notice permitted or required under this Agreement shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of Seller and Buyer listed in the Quotation. Buyer may not assign to any person or entity all or a portion of its rights or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without that consent shall be void. Seller reserves the right to subcontract portions of the Work and to correct clerical and typographical errors in any document. This Agreement and any controversy relating to it or the Equipment or the Work shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to this Agreement or its enforcement, or to the Equipment or the Work, shall be commenced and heard only in the state courts for Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Seller and Buyer hereby consent and submit to the jurisdiction and venue of those courts. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. No delay in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired. The word "including" shall not be deemed to be limiting. If there is any conflict between the provisions of these Terms and Conditions, the Quotation and the Scope, the provisions of these Terms and Conditions shall control. Sections 5.4, 7, 9, 13, 14.d, and 15.b. shall survive the termination of this Agreement for any reason. This Agreement contains the entire agreement of the parties relating to the Equipment or the Work and supersedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

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