



**ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA**

**WATER TANKS INSPECTION AND CLEANING
SERVICES**

Underwater Solutions Inc. of Massachusetts

3615 OQ

COMMISSIONERS

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LINDA FERRONE	First Vice President
MAYLEN DOMINGUEZ	Second Vice President
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BUDDY DYER	Mayor/Commissioner
KENNETH P. KSIONEK	General Manager & CEO

CONFORMED CONTRACT

**Water Tanks Inspection and Cleaning Services
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CONTRACT DOCUMENTS

CONTRACT

THIS CONTRACT, made effective as of January 9, 2014, ("Effective Date"), is by and between the **Orlando Utilities Commission** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **Underwater Solutions, Inc. of Massachusetts**, a Massachusetts corporation with its principal office in St. Mattapoisett, Massachusetts, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Water Tanks Inspection and Cleaning Services beginning January 9, 2014 through January 8, 2017 in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting January 9, 2017. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

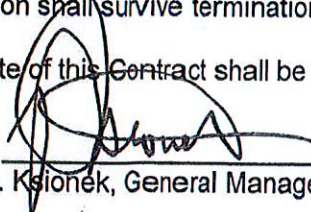
- A. This Contract, including any Basis of Contract.
- B. OUC's General Conditions included in the RFP document.
- C. OUC's Request for Proposal (RFP14 3615 OQ) with a RFP due date of November 7, 2013.
- D. Supplier's response to the Request for Proposal dated November 4, 2013.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum and or unit prices as submitted in the Supplier's Proposal for Water Tanks Inspections and Cleaning Services RFP 14 3615 OQ dated November 4, 2013 and Basis of Contract, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

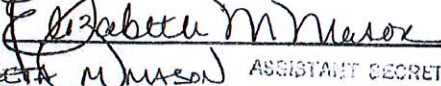
ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the date last signed below.

Signature  (SEAL)
Kenneth P. Ksionek, General Manager & CEO


Date 2-17-14


Witness 
ELIZABETH M. MASON ASSISTANT SECRETARY

Underwater Solutions, Inc. of Massachusetts

Signature  (SEAL)
Title Treasurer

Date February 4, 2014

Witness 
Title Office Manager

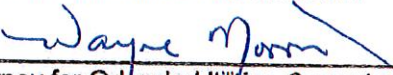
Witnesses 
Administrative Assistant

Awarded Partially by Limited Notice to Proceed on January 9, 2014.

Awarded in full by the Orlando Utilities Commission on January 28, 2014.

The form of execution of the foregoing contract is hereby approved:

As to Orlando Utilities Commission:


Attorney for Orlando Utilities Commission

As to Supplier:

Attorney for Supplier

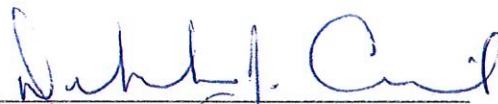


CERTIFICATE OF CORPORATE VOTE

I, Deborah J. Cornish, being the duly elected and
incumbent Clerk of Underwater Solutions, Inc. certifies that
I, Deborah J. Cornish, is the Treasurer of Underwater Solutions Inc.
and as Treasurer has the corporate capacity and authority to execute
any proposed contract or financial agreement on behalf of
Underwater Solutions, Inc.

A true exact record

Attested to:

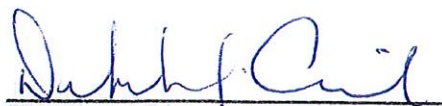


Deborah J. Cornish, Treasurer
Clerk

Dated: February 4, 2014

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.



Signature of Counsel for Principal
(Supplier)

Deborah J. Cornish, Treasurer

Type or print name of Counsel

P.O. Box 208, Mattapoisett, MA 02739

Type or print address of Counsel

CERTIFICATE OF COUNSEL
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

Signature of Counsel for Principal
(Supplier)

Type or print name of Counsel

Type or print address of Counsel

**Basis of Contract
For
Water Tanks Inspections and Cleaning Services**

3615 OQ

BC.1 GENERAL. This Basis of Contract clarifies and states certain agreements between the parties made in the negotiations of the RFP14 3615 OQ for Water Tanks Inspections and Cleaning Services, based on Underwater Solutions Inc. of Massachusetts' proposal dated November 4, 2013.

BC.2 EXCEPTIONS AND OR CLARIFICATIONS. The Supplier's original proposal dated November 4, 2013 took no exceptions to the RFP. The Parties agree only the clarifications included in Exhibit A, attached and incorporated herein, are deemed accepted by OUC and made a part of the Contract.

BC.3 PRICING, RETAINAGE, PERFORMANCE & PAYMENT BONDS OUC acknowledges agreements were reached as part of the clarifications and negotiations between the parties pertaining to the Supplier's cumulative pricing for each Water Tank. The Parties agree following each water tank inspection should it be determined and agreed to by OUC that the cleaning work scope not be required, OUC will be entitled to a cost reduction in the amount of One Hundred Dollars and Zero Cents (\$100.00) per applicable Water Tank.

Furthermore OUC accepts the Supplier's cost savings proposal for the initial services to have all the work completed in one mobilization to the Central Florida area by the Supplier from January through April 30, 2014.

BC.4 INSURANCE. OUC agrees to pay the Supplier an additional amount of \$2,875 for the Supplier to obtain the additional level of insurance required for the Supplier to comply with OUC's standard minimum insurance requirements as specified in the original RFP.

BC.5 LIMITED NOTICE TO PROCEED (LNTP) OUC acknowledges the parties agreed in the interest of maintaining the overall agreed to project schedule to execute a LNTP to allow Underwater Solutions, Inc. to begin the work in advance of the final conformed contract. The LNTP was accepted by Underwater Solutions, Inc. with signature execution on January 9, 2014. The Limited Notice to Proceed is to cover the work associated with the OUC Chilled Water Tank only. The fully executed LNTP (Exhibit B) is herein by this reference made a part of the contract.

**EXHIBIT A
TO
BASIS OF CONTRACT**

(Exceptions and/or Clarifications)

RFP14 3615 OQ

November 12, 2013

In order for the Review Committee to complete its evaluations of your proposal we require additional information to Underwater Solution's proposal to RFP14 3615 OQ.

If your response includes any attachments please assign and label the attachment as Attachment 1, Attachment 2, etc. and refer to the attachment in your response to the question where the attachment applies to in this document.

1. In your proposal the signed and notarized Public Entity Crimes form your firm did not line through either paragraph 8 or paragraph 9 as applicable, please provide an updated Public Entity Crimes form filled out as instructed.

Underwater Solution's Response:

SEE ATTACHED

2. Your firm took no specific exceptions to the RFP, However your sample insurance document provided with your proposal does not validate meeting with the OUC insurance requirements within the terms and conditions of the RFP package. OUC's insurance requirements are for two million dollars per occurrence and in aggregate general liability coverage. Your firm's insurance certificate represents the coverage at one million per occurrence and two million in aggregate general liability coverage. Please verify your firm can provide the level of insurance coverage as required in the RFP.

Underwater Solution's Response:

SEE ATTACHED

3. Please provide price for subsequent Mob and Demobilizations per the proposal pricing section as well as a cost breakdown for the mobilization and demobilizations, the inspections and cleanings making up each of the lump sum cost per tank as originally requested in the RFP pricing section. This is for a long term agreement so we need the pricing to be broken down for each individual service in case any subsequent inspections and or cleanings are needed on any individual tank or tanks throughout the term of the agreement.

Underwater Solution's Response:

SEE ATTACHED

4. Please verify your firms API Certified Inspector credentials per the specification requirements and Item 13 of the Qualifications Section. The qualifications package submitted with your firm's proposal included some API certification pertaining to divers and some parts of inspections but OUC found nothing that clearly established you have API certified inspectors specifically to facilitate and or validate the required API 650 and API 653 inspections.

Underwater Solution's Response:

SEE ATTACHED

RFP14 3615 OQ

5. Your firm's proposal indicated in its response to the Qualification section item 15 pertaining to man power loading plan that you firm plans to provide a crew of (4) divers/tenders. Is this the same for each tank to be serviced? If not please provide a more specific man power load plan by tank.

Underwater Solution's Response:

SEE ATTACHED

6. Your firm's proposal did not indicate a response to the Qualification section item 16 pertaining to time your firm expects each tank inspection and cleaning to be completed within. Please provide your firm's response to this question.

Underwater Solution's Response:

SEE ATTACHED

7. Your firm's proposal includes several cost savings options. The premise behind those cost savings revolves around your firm mobilizing one time to complete initial inspections and cleanings for all 22 tanks between January 2014 and April 2014. The OUC Chilled water Tank indicated the service time required for that tank to be December 2013 to January 2014. Please advise if your firm can support performing the services starting with the Chilled Water Tank to begin either in December 2014 or January 2014 and continue the services for the remaining tanks under the single mob/Demob to qualify for the cost savings option proposed by Underwater Solutions.

Underwater Solution's Response:

SEE ATTACHED

We request your response by 4:00 pm Est. Thursday November 14, 2013 or sooner.

Regards
Rob McCarty
Senior Buyer
Purchasing Department
Orlando Utilities Commission
Phone: 407-434-3101
Email: rmccarty@ouc.com

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135,
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED
COMPANIES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Massachusetts

COUNTY OF Plymouth

Before me, the undersigned authority, personally appeared _____
who, being by me first duly sworn, made the following statement:

1. The business address of PO Box 208, 70 North Street, Mattapoisett, MA 02739

[name of Bidder or Supplier] is Underwater Solutions Inc. of Massachusetts

2. My relationship to Deborah J. Corniah

[Name of Bidder or Supplier] is Treasurer

[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.
4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- 6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 7. Neither the Bidder or Supplier nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder or Supplier nor any affiliate of the Bidder or Supplier has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 7 if paragraph 8 below applies.]

~~8. There has been a conviction of a public entity crime by the Bidder or Supplier, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or Supplier who is active in the management of the Bidder or Supplier or an affiliate of the Bidder or Supplier. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 8 if paragraph 7 above applies.]

Signed by: Deborah J. Cornish

Printed Name: Deborah J. Cornish

Sworn to and subscribed before me in the state and county first mentioned

above on the 31st day of October, 2013.

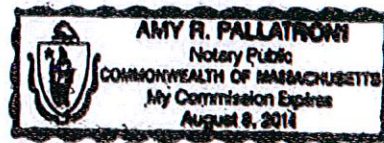
Amy R. Pallatroni
Notary Public



(Affix Seal)

August 8, 2014
My Commission Expires

Amy R. Pallatroni
Type or Printed Name





November 13, 2013

2. Your firm took no specific exceptions to the RFP, However your sample insurance document provided with your proposal does not validate meeting with the OUC insurance requirements within the terms and conditions of the RFP package. OUC's insurance requirements are for two million dollars per occurrence and in aggregate general liability coverage. Your firm's insurance certificate represents the coverage at one million per occurrence and two million in aggregate general liability coverage. Please verify your firm can provide the level of insurance coverage as required in the RFP.

Underwater Solution's Response:

In regard to question #2 pertaining to the insurance certificate requirements, please find the following:

- After speaking with our specialized insurance carriers, it was determined that the type of coverage requested is not typical per the industry standard and is not offered by most all insurance carriers.
- Underwater Solutions Inc. has been contracted by Orlando Utilities Commission on a number of occasions for similar services and has not been required to provide this extensive coverage.
- Should excess general liability (per occurrence) be absolutely mandatory, please find it will come at a one-time cost of \$2,875.00 added to the total bid amount.



November 13, 2013

3. Please provide price for subsequent Mob and Demobilizations per the proposal pricing section as well as a cost breakdown for the mobilization and demobilizations, the inspections and cleanings making up each of the lump sum cost per tank as originally requested in the RFP pricing section. This is for a long-term agreement so we need the pricing to be broken down for each individual service in case any subsequent inspections and or cleanings are needed on any individual tank or tanks throughout the term of the agreement.

Underwater Solution's Response:

In regard to question #3 pertaining to the mobilization and demobilization cost, please find the following:

- Underwater Solutions Inc. schedules projects during the months of January, February, March and April, due to the lower heat and less concern for the health and safety of our employees when considering a commercial diver in a full encapsulation dry suit on top of a steel/concrete water storage tank.
- This has always been and always will be our top priority, as is shown by our workers compensation and employee health and safety history.
- Most all utilities within the state of Florida agree with our position on this topic and schedule their inspections during this time period. Furthermore, should these inspections and/or cleanings take place within this timeframe, mobilization and demobilization costs are included within the previous costs provided.
- In the event of an emergency inspection and/or cleaning, please find attached a cost based on Underwater Solutions Inc. making an emergency mobilization and demobilization to complete the desired structures.

PRICING TABLE:

Note: Where Mob and Demob cost is shared across multiple items just show the Mob & Demob cost breakdown in the first applicable item and indicate included in item X as applicable in the other shared items breakdown cell for Mob & Demob Cost.

DESCRIPTION	Spec Item	Single Mob/Demob Cost Per Tank	INSPECT COST	CLEAN COST	Lump Sum Single Mob/Demob Inspect & Clean Cost per Tank
Mob and Demob Cost per each additional Inspection Only Service Call Out	All	\$ 4,420.00			
Mob and Demob Cost per each additional Cleaning Only Service Call Out	All	\$ 4,420.00			
Mob and Demob Cost per each additional combined Inspection and Cleaning Service Call Out	All	\$ 4,420.00			
Power Production Tanks					
STANTON ENERGY CENTER		Items 1 & 2 should be 1 single Mob/Demob			
The 525,000 gallon potable water storage tank	1	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
The 147,530 gallon underground clearwell	2	\$ Included in Item 1	\$ N/A	\$ N/A	\$ 4,210.00
Subtotal Cost			\$	\$	\$8,420.00
INDIAN RIVER PLANT		Items 3, 4, 5, 6, & 7 should be 1 single Mob & Demob	\$	\$	
The 160,000 gallon Condensate Storage Tank	3	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
The 160,000 gallon South DI Storage Tank	4	\$ Included in Item 3	\$ N/A	\$ N/A	\$ 4,210.00
The 280,000 gallon Potable Water Storage Tank	5	\$ Included in Item 3	\$ N/A	\$ N/A	\$ 4,210.00
The 280,000 gallon Raw Water Storage Tank	6	\$ Included in Item 3	\$ N/A	\$ N/A	\$ 4,210.00
The 400,000 gallon North DI	7	\$ Included in	\$ N/A	\$ N/A	\$ 4,210.00

Storage Tank		Item 3			
Subtotal Cost			\$	\$	\$ 21,050.00
Water Production Tanks		Items 8 &9 should be 1 single Mob & Demob			
Pine Hills, 2 Million Gallon Concrete Water Storage Tank, Tank #1	8	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Pine Hills, 2 Million Gallon Concrete Water Storage Tank, Tank #2	9	\$ Included in Item 8	\$ N/A	\$ N/A	\$ 4,210.00
Sky Lake, 3 Million Gallon Concrete Water Storage Tank	10	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
		Items 11 &12 should be 1 single Mob & Demob			
Southwest, 3 Million Gallon Concrete Water Storage Tank, Tank #1	11	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Southwest, 3 Million Gallon Concrete Water Storage Tank, Tank #2	12	\$ Included in Item 11	\$ N/A	\$ N/A	\$ 4,210.00
		Items 13 &14 should be 1 single Mob & Demob			
Conway, 3.5 Million Gallon Concrete Water Storage Tank, Tank #1	13	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Conway, 2.0 Million Gallon Concrete Water Storage Tank, Tank #2	14	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Navy, 2 Million Gallon Concrete Water Storage Tank	15	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Lake Highland, 5 Million Gallon Concrete Water Storage Tank	16	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Kirkman, 2 Million Gallon Concrete Water Storage Tank	17	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Southeast, 1 Million Gallon Concrete Water Storage Tank	18	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Hiawasse, .5 Million Gallon Elevated Steel Water Storage Tank	19	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Metro West, .3 Million Gallon Elevated Steel Water Storage Tank	20	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Dr. Phillips, .75 Million Gallon Elevated Steel Water Storage Tank	21	\$ N/A	\$ N/A	\$ N/A	\$ 4,210.00
Subtotal Cost		\$ N/A	\$ N/A	\$ N/A	\$ 58,940.00

Chilled Water Tank					
This will consist of a 10 year tank inspection and silt/sediment vacuuming. The silt/sediment is not required to be filtered and will be discharged into the sanitary sewer located next to the tank.	22	\$ N/A	\$ N/A	\$ N/A	\$ 22,100.00
Subtotal Cost		\$ N/A	\$ N/A	\$ N/A	\$ 22,100.00
Total Cost of each		\$	\$	\$	\$
Grand Total Cost Mob/Demo, Inspection & Cleaning		\$110,510.00/Includes P.E. Signatures \$106,310.00/O.U.C. providing P.E. Signatures			

Alternative DISCOUNT Pricing

\$97,240.00/all (22) tanks, one mob (January+April) includes P.E. Signatures

\$93,040.00/all(22) tanks, one mob (January-April)O.U.C. provides P.E.

Questions:

1. Does your firm offer any discounted payment terms for early payment? Example: 2% 10 net 30 days or other

YES () No (x)

If yes, please indicate the specific discounted payment term offered by your firm for this work.

2. Can your firm perform the work with the times specified for each water tank?

YES (x) No ()

If no please specify when your firm could complete the work for the Water Tanks.

3. Is price firm for the duration of contract term?

YES (x) No ()

If no please specify the basis for any changes to the quoted prices.

If proposing CPI indices please specify specific indices to be used and specific on timing.



November 13, 2013

4. Please verify your firm's API Certified Inspector credentials per the specification requirements and Item 13 of the Qualifications Section. The qualifications package submitted with your firm's proposal included some API certification pertaining to divers and some parts of inspections but OUC found nothing that clearly established you have API certified inspectors specifically to facilitate and or validate the required API 650 and API 653 inspections.

Underwater Solution's Response:

In regard to question #4 pertaining to API and API Certified Inspectors, please find the following:

- Our divers/inspectors endure a rigorous 6-month program, specifically designed to learn the ins-and-outs of steel/concrete and the process of fatigue and deterioration of these materials.
- Our divers/inspectors are certified in aspects of the API, to include liquid penetration and non-destructive testing that are applicable specifically to this request for proposal of completing inspection work in an underwater environment as compared to an average API inspector who would be performing this work in a dry setting.
- Our company goes to great lengths to satisfy Florida DEP code 62-555, to which requires all inspection reports to be reviewed, signed and stamped by a professional engineer, therefore we employ an on-staff Professional Engineer licensed in the state of Florida. This RFP does not require the firm to employ an on-staff professional engineer, however requires an API inspector for unknown reasons.
- The API 650 and 653 certifications require no hands on training and is simply an 8-hour examination. We believe the certifications we hold and our experience and reputation with the industry exceeds this requirement.
- The specifics called out in API 653 are extensively practiced by our divers/inspectors through commercial dive schooling and expanded upon through our NACE (National Association of Corrosion Engineers) certified coatings specialist. NACE requires a one-week hands on training seminar and an examination, which can be directly related to API criteria.
- Finally, Underwater Solutions Inc. completes over 500 water storage tank inspections annually and has done so being the innovators of in-service inspection of water storage tanks for nearly 30-years. Our capacity to maintain this workload is based on complying with and in most cases, exceeding all local, state and federal regulations, making us the most experienced and qualified bidder.



November 13, 2013

5. Your firms proposal indicated in its response to the Qualification section item 15 pertaining to man power loading plan that you firm plans to provide a crew of (4) divers/tenders. Is this the same for each tank to be serviced? If not please provide a more specific man power load plan by tank.

Underwater Solution's Response:

In regard to question # pertaining to the man power loading plan, please find the following:

- A crew consisting of (4) Divers / Tenders will be utilized for each structure.



November 13, 2013

6. Your firms proposal did not indicate a response to the Qualification section item 16 pertaining to time your firms expects each tank inspection and cleaning to be completed within. Please provide your firms response to this question.

Underwater Solution's Response:

In regard to question #6 pertaining to the time expected for each tank inspection and cleaning, please find the following:

- Underwater Solutions Inc. always prices inspecting and cleaning one structure (tank) per day.
- Unlike most firms of our type, Underwater Solutions Inc. works solely in the field of inspection and cleaning structures within the drinking water industry, making it our specialty and developing a lengthy history of timeframe for projects such as this.
- Depending on the amount of sediment and associated floor space, cases arise where more than one structure can be completed within one days time.



November 13, 2013

7. Your firm's proposal includes several cost savings options. The premise behind those cost savings revolves around your firm mobilizing one time to complete initial inspections and cleanings for all 22 tanks between January 2014 and April 2014. The OUC Chilled water Tank indicated the service time required for that tank to be December 2013 to January 2014. Please advise if your firm can support performing the services starting with the Chilled Water Tank to begin either in December 2014 or January 2014 and continue the services for the remaining tanks under the single mob/Demob to qualify for the cost savings option proposed by Underwater Solutions.

Underwater Solution's Response:

In regard to question #7 pertaining to performing the services starting with the Chilled Water Tank, please find the following:

- Yes, Underwater Solutions Inc. can support performing the services beginning with the Chilled Water Tank during the month of January 2014.

**EXHIBIT B
TO
BASIS OF CONTRACT**

(Limited Notice to Proceed)



January 9, 2014

Underwater Solutions, Inc.
ATTN: Deborah J. Cornish
70 North Street, P.O. Box 208
Mattapoisett MA, 02739

RE: Limited Notice to Proceed-- for Water Tanks Inspection and Cleaning Services, RFP14 3615 OQ

Dear Ms. Cornish:

As a result of your proposal and the follow up communication on January 7, 2014, this letter is to inform you that an award recommendation is being made and the Orlando Utilities Commission requests that your firm provide Water Tank Inspection and Cleaning Services based on the OUC RFP14 3615 OQ.

Upon execution, the attached Limited Notice to Proceed will serve as your authorization for Underwater Solutions, Inc. to begin activities upon receipt of this notice up to the amount of \$22,100.00 to cover the work for the Chilled Water Tank only.

The Conformed Contract is being prepared for signature execution. Once the Conformed Contract has been satisfactorily executed by Underwater Solutions, Inc. and returned to OUC, we will proceed with OUC's signature execution and release of the purchase order to Underwater Solutions, Inc. Upon successful execution of the Conformed Contract by both parties an original will be mailed to Underwater Solutions for its use and records.

Until the award is finalized, please direct correspondence to Rob McCarty via telephone at 407-434-3101 or Email (rmccarty@ouc.com). If you have any questions or concerns about the foregoing, please do not hesitate to contact Rob McCarty.

Sincerely,

A handwritten signature in black ink, appearing to read "Jan Aspuri", is written over a faint, larger version of the signature.

Jan Aspuri, Vice President
OUC Power and Water Production

**ORLANDO UTILITIES COMMISSION
LIMITED NOTICE TO PROCEED – WATER TANKS INSPECTION AND CLEANING
SERVICES**

This Limited Notice to Proceed ("LNTN") is between Orlando Utilities Commission ("OUC") and **Underwater Solutions, Inc.**, ("SUPPLIER").

RECITALS

A. OUC and SUPPLIER are in the process of finalizing and executing a definitive contract ("Final Agreement") under which SUPPLIER will provide Water Tank Inspections and Cleaning Services

B. In order to meet the tight time constraints specified in this proposal, OUC will release Supplier a limited amount of funds and a limited amount of Work under the terms of this LNTN.

C. OUC and SUPPLIER agree that any Work performed under this LNTN may be performed on or off of OUC property and shall be considered a part of and in furtherance of any such Work that will be performed under the Final Agreement and that payment made by OUC hereunder shall be considered payments towards Work performed under any Final Agreement that may be executed by OUC and SUPPLIER.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **EFFECTIVE DATE; LNTN AMOUNT.** The effective date shall be the date on which this LNTN is signed by OUC or SUPPLIER, whichever is later ("Effective Date"). OUC hereby releases SUPPLIER to perform Work until such time as the agreed compensation to SUPPLIER plus any pass-through costs to OUC (if agreed by OUC) (the "Accrued Costs") reach the following amount (the "LNTN Amount"):

\$22,100.00

2. **SERVICES TO BE PERFORMED BY SUPPLIER.** The SUPPLIER shall commence the Work on the Effective Date and all such Work shall be consistent with the Specification.

3. **TERMINATION OF LNTN WORK.** This LNTN may be terminated by OUC upon 7 day's prior written notice for any reason. SUPPLIER shall continuously perform the Work under this LNTN unless and until Accrued Costs reach the LNTN Amount or OUC otherwise terminates as provided in this Section 3. When SUPPLIER's Accrued Costs reach 90% of the LNTN Amount, SUPPLIER shall notify OUC of that fact in writing by fax, email or hand delivery. Unless OUC otherwise instructs SUPPLIER, upon reaching the LNTN Amount, SUPPLIER shall stop all Work until requested to remobilize or until the Final Agreement is executed. Upon termination of this Agreement, OUC shall pay SUPPLIER based on the Method of Compensation indicated in Section 4 for Work performed in accordance with this LNTN prior to the termination date.

4. METHODS OF COMPENSATION. OUC agrees to pay the SUPPLIER the lump sum amount of \$22,100.00 for completion of all services pertaining to the Chilled Water Water Tank identified as item 22 of the proposal pricing section and technical specifications set forth in the Water Tanks Inspection and Cleaning Services, RFP14 3615 OQ and Underwater Solutions proposal dated November 5, 2013.

5. COMPLIANCE WITH LAWS AND REGULATIONS. SUPPLIER shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards in performing the services. SUPPLIER shall procure the permits, certificates, and licenses necessary to allow SUPPLIER to perform the services (If Applicable).

6. NOTICE. Any notice, demand or request required by or made pursuant to this LNTP shall be in writing and be given by hand delivery or United States Mail, postage prepaid, addressed to:

OUC: Office of Purchasing
Attn: Rob McCarty
5971 Pershing Avenue
Orlando, FL 32822

SUPPLIER: Underwater Solutions, Inc.
ATTN: Deborah J. Cornish
70 North Street, P.O. Box 208
Mattapoisett, MA 02739

7. JURISDICTION. The validity, interpretation, construction and effect of this LNTP shall be governed exclusively by the laws of the State of Florida. "Venue shall be in any court of competent jurisdiction located in Orange County, Florida. The Parties agree that in no event shall the Uniform Law on the Formation of Contracts for the Sale of Goods, based upon the United Nations Convention on Contracts for the International Sale of Goods (CISG) be applicable to this Agreement. "

8. NO THIRD PARTY RIGHTS. Nothing herein shall be construed to give any rights or benefits to anyone other than OUC and the SUPPLIER.

9. ASSIGNMENT. Neither OUC nor the SUPPLIER will assign all or any part of this LNTP without the written consent of the other.

10. NOT AGENT OF OUC. The SUPPLIER is an independent Supplier and is not authorized to act as OUC's agent hereunder and shall have no authority, expressed or implied, to act for or bind OUC hereunder, either in contractual relations with SUPPLIER'S subcontractors, or in any other manner.

IN WITNESS WHEREOF, the parties have executed this LNTP.

ORLANDO UTILITIES COMMISSION

Jan C. Asporu
By: Jan C. Asporu
Date: VICE PRESIDENT

Approved as to form and legality
OUC Legal Department

DATE: 1-13-14 BY: w.j.

SUPPLIER

Deborah J. Cornish
By: Deborah J. Cornish, Treasurer

Date: January 9, 2014

COMPLIANCE FORMS

**SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135,
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED
COMPANIES**

(To be signed in the presence of a notary public or other officer
authorized to administer oaths.)

STATE OF Massachusetts

COUNTY OF Plymouth

Before me, the undersigned authority, personally appeared _____
who, being by me first duly sworn, made the following statement:

1. The business address of PO Box 208, 70 North Street, Mattapoisett, MA 02739
[name of Bidder or Supplier] is Underwater Solutions Inc. of Massachusetts

2. My relationship to Deborah J. Corniah
[Name of Bidder or Supplier] is Treasurer
[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.

4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- 6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 7. Neither the Bidder or Supplier nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder or Supplier nor any affiliate of the Bidder or Supplier has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 7 if paragraph 8 below applies.]

~~8. There has been a conviction of a public entity crime by the Bidder or Supplier, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or Supplier who is active in the management of the Bidder or Supplier or an affiliate of the Bidder or Supplier. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 8 if paragraph 7 above applies.]

Signed by: Deborah J. Cornish Printed Name: Deborah J. Cornish

Sworn to and subscribed before me in the state and county first mentioned

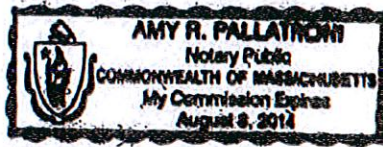
above on the 31st day of October, 2013.

Amy R. Pallatroni
Notary Public



(Affix Seal)

August 8, 2014
My Commission Expires
Amy R. Pallatroni
Type or Printed Name



DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES NO

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES NO

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES NO *SEE ATTACHED**

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

Underwater Solutions Inc. of Massachusetts

Firm

November 4, 2013

Date



Authorized Signature

Treasurer

Officer Title

Deborah J. Cornish

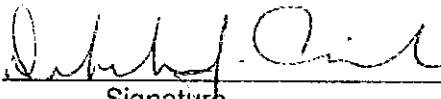
Printed or Typed Name

DECLARATION AND SIGNATURE

The undersigned hereby declares that only the persons or firms interested in this proposal/bid response as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal/bid response or in the contract to be entered into; that this proposal/bid response is made without connection with any other person, company, or parties likewise submitting a proposal/bid response; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this 4th day of November, 20 13

Proposer/Bidder Underwater Solutions Inc. of Massachusetts

By 
 Signature
 Title Treasurer

Deborah J. Cornish
 Printed or Typed Name

Complete Business Address
 of Proposer/Bidder

PO Box 208, 70 North Street, Mattapoisett, MA
02739

State of Incorporation

Massachusetts

Complete Address of Principal Office

PO Box 208, 70 North Street
Mattapoisett, MA 02739

Name, Address, and Telephone Number
 of Person to Contact Regarding this
 proposal/bid response.

Include Both Mail and Street Addresses:

David M. Cornish

PO Box 208, 70 North Street

Mattapoisett, MA 02739

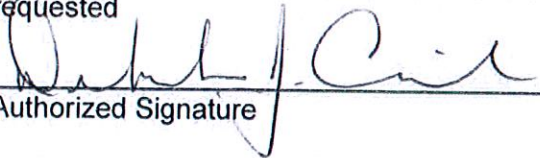
Telephone (508) 758-6126

Telefax (508) 758-6128

E-Mail Address uws@underwatersolutionsinc.com

NOTICE OF NEGOTIATION PROCEDURE

The undersigned Proposer, having read and examined the specifications and documents for the designated goods and/or services hereby acknowledges that OUC reserves the right to negotiate with all or some of the Proposer(s) having the most responsive and responsible proposal(s). Proposer understands that OUC shall evaluate all proposals and may then initiate negotiations with the highest ranked Proposer in order to achieve the best and final offer, terms, and price. If no agreement is reached with the highest ranked Proposer, OUC will negotiate with each subsequent Proposer in the ranking until an acceptable deal is reached or all Proposers have been rejected. The undersigned acknowledges and understands that if all Proposers are rejected, OUC has the option of re-bidding the goods and/or services requested


Authorized Signature

Deborah J. Cornish
Printed Name

Treasurer
Title

November 4, 2013
Date

State of Florida

Department of State

I certify from the records of this office that UNDERWATER SOLUTIONS, INC. OF MASSACHUSETTS is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on April 1, 2004.

The document number of this corporation is F04000001768.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on February 25, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of November, 2013*



Ken DeJong
Secretary of State

Authentication ID: CU2221506093

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Out-of-State Contractors Requirements

An out-of-state employer ~~who contracts with out-of-state employer (sub-contractors)~~ must immediately notify his or her insurance company and, or insurance agent that it has employees that are engaging in work in Florida.

An out-of-state construction industry employer, who has employees engaged in work in Florida, must either obtain a Florida workers' compensation insurance policy or an endorsement must be added to ~~the out-of-state contractor's policy that lists Florida in section 3.A. of the policy.~~

A Florida construction employer (contractor) engaged in work in this state who contracts with out-of-state employer (sub-contractors), must require proof of a Florida workers' compensation policy or an endorsement to the out-of-state employer's policy that lists Florida in section 3.A. of the policy. If the out-of-state employer does not provide proof of a Florida workers' compensation policy or of an endorsement to the policy, or does not have a valid workers' compensation exemption; the Florida employer (contractor) must contact his or her workers' compensation insurance carrier to update his or her policy to include such sub-contractor and any persons that are employed by such sub-contractor 440.10.2 (g).

(g) Subject to s. 440.38, any employer who has employees engaged in work in this state shall obtain a Florida policy or endorsement for such employees which utilizes Florida class codes, rates, rules, and manuals that are in compliance with and approved under the provisions of this chapter and the Florida Insurance Code. Failure to comply with this paragraph is a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The department shall adopt rules for construction industry and nonconstruction industry employers with regard to the activities that define what constitutes being "engaged in work" in this state, using the following standards:

1. For employees of nonconstruction industry employers who have their headquarters outside of Florida and also operate in Florida and who are routinely crossing state lines, but usually return to their homes each night, the employee shall be assigned to the headquarters' state. However, the construction industry employees performing new construction or alterations in Florida shall be assigned to Florida even if the employees return to their home state each night.

Employer Detail Page

Carrier Location Information

[Return to Search Page](#)

Employer Information

Employer Name	Employer Type	NAICS Code
UNDERWATER SOLUTIONS INC	CORPORATION	488999

Coverage History

Locations	Governing Class Code*	Effective Date	Cancellation Effective at 12:01 A.M.	Carrier Office	Policy Number	Wrap Up
View Locations	07394	Oct 1 2013	no cancellation submitted	COMMERCE & INDUSTRY INSURANCE	WC005226528	NO
View Locations	07394	Oct 1 2012	Oct 1 2013	COMMERCE & INDUSTRY INSURANCE	WC005226528	NO
View Locations	07394	Oct 1 2011	Oct 1 2012	COMMERCE & INDUSTRY INSURANCE	WC005226528	NO
View Locations	07394	Oct 1 2010	Oct 1 2011	COMMERCE & INDUSTRY INSURANCE	WC005226528	NO

*Represents the Governing Class Code associated with the Named Insured on the policy, as reported by the Insurance Carrier, and is not validated as correct.

Exemption Listings

No Officer Exemption of Coverage Listings

Owner Election Listings

No Owner Election of Coverage Listings

Employer Name History

Employer Name	Name Type	Change Date
UNDERWATER SOLUTIONS INC	Legal	Jan 15 2008

[Return to Search Page](#)



NACE
INTERNATIONAL

Certificate of Achievement

NACE International Recognizes

Christopher Cole

NACE Coating Inspector Level 1—Certified

CIP Certification Number 25173

Tony Keane

Executive Director

Certification Awarded
October 2009



Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above
Underwater Solutions Inc. of Massachusetts

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 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.)
P.O. Box 208
City, state, and ZIP code
Mattapoisset, MA 02739

Requester's name and address (optional)
Orlando Utilities Commission
5971 Pershing Avenue
Orlando, FL 32822

List account number(s) here (optional) _____

Print or type
See Specific Instructions on page 2.

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.

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

Social security number									
			-						
Employer identification number									
0	4	-	3	1	6	1	9	3	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 on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *January 29, 2014*

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 1446 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 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2013

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

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


PRODUCER Fisk Marine Insurance Intl, LLC P.O. Box 24071 New Orleans LA 70184		CONTACT NAME: Misti Maraldo PHONE (A/C No, Ext): (504) 302-4400 E-MAIL ADDRESS: misti@fiskmarineins.com FAX (A/C No): (866) 543-4619	
INSURED UNDESOL-01 Underwater Solutions, Inc. PO Box 208 Mattapoisett MA 02739		INSURER(S) AFFORDING COVERAGE INSURER A: GREAT AMERICAN INS. CO. of N.Y. NAIC # 22136 INSURER B: COMMERCE AND INDUSTRY INS. CO. 40258 INSURER C: UNDERWRITERS AT LLOYDS LONDON 15792 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1264335743** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ltd. Pollution <input checked="" type="checkbox"/> SRLL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	OMH5834568-10	10/1/2013	10/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 5226528	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			J130268	1/13/2013	1/13/2014	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with Waiver of Subrogation per the Blanket Additional Insured and Blanket Waiver of Subrogation Endorsements. GL is Primary and Non-Contributory. Workers Compensation policy includes a Blanket Waiver of Subrogation as required by written contract and also includes U.S. Longshore and Harbor Workers Act Coverage, Maritime Employers Liability/Jones Act Coverage, Alternate Employer Endorsement and Voluntary Compensation.

CERTIFICATE HOLDER Orlando Utilities Commission Supply Chain Management 5971 Pershing Avenue Orlando FL 32822	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2013

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

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


PRODUCER Peter P. Briggs Insurance Agency Inc. 19 County Road P. O. Box 96 Mattapoisett MA 02739	CONTACT NAME: House Account	
	PHONE (508) 758-6929 FAX (508) 758-9604	E-MAIL ADDRESS:
INSURED UNDERWATER SOLUTIONS INC. P.O. BOX 208, 70 NORTH STREET MATTAPOISETT MA 02739	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire	NAIC #: 25615
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1313000867 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> UNOWNED AUTOS		BA-12368357-13-8EL	1/30/2013	1/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 20,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			W/ STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ADDITIONAL INSURED: ORLANDO UTILITIES COMMISSION SUPPLY CHAIN MANAGEMENT, 5971 PERSHING AVENUE, ORLANDO FL 32822.

CERTIFICATE HOLDER ORLANDO UTILITIES COMMISSION SUPPLY CHAIN MANAGEMENT 5971 PERSHING AVENUE ORLANDO, FL 32822	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

RFP DOCUMENTS