



City of Stuart

Procurement & Contracting Services
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.288.5306

June 6, 2019

Felix Associates of Florida, Inc.
Attn: Mr. Vincent Amato
8526 SW Kansas Avenue
Stuart, Florida 34997

Subject: Request for extension of ITB# 2016-306: Emergency Water & Wastewater Repair Services

Dear Mr. Amato,

Your current contract ITB #2019-306: Emergency Water & Wastewater Repair Services with the City of Stuart is due to expire September 1, 2019 with no renewal options remaining. The City of Stuart hereby requests that the current contract for these services to be extended for a period of three (3) months. If agreed upon, this contract will be extended through December 1, 2019.

Please complete the bottom portion of this letter. Your response must be received **no later than 4:00 p.m., June 13, 2019**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla

Procurement Specialist

cc: PW Staff
ITB# 2016-306 File

-
- I agree to the contract extension as specified of the subject Agreement
 I am unable to agree to the contract extension as specified of the subject Agreement

(Signature)

BENJAMIN MILLER
Printed Name

6/6/19
Date

VICE PRESIDENT
Title



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 70-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE FINAL RENEWAL PERIOD OF ITB NO. 2016-306: EMERGENCY WATER & WASTEWATER REPAIR SERVICES WITH FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA THROUGH SEPTEMBER 1, 2019, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the second and final year of two possible one (1) year renewal periods of ITB No. 2016-306: Emergency Water & Wastewater Repair Services with Felix Associates of Florida; effective September 2, 2018 through September 1, 2019.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner MCDONALD offered the foregoing resolution and moved its adoption.

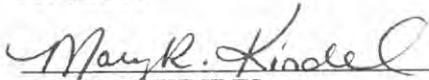
The motion was seconded by Commissioner BLOUNT and upon being put to a roll call vote, the vote was as follows:

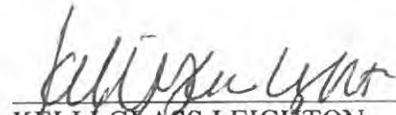
KELLI GLASS LEIGHTON, MAYOR
BECKY BRUNER, VICE MAYOR
NICK BLOUNT, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

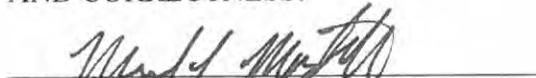
ADOPTED this 13th day of August, 2018.

ATTEST:


MARY R. KINDEL
CITY CLERK


KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORFELL
CITY ATTORNEY





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

June 7, 2018

Via Email Transmission: vamato@felixassociates.net

Felix Associates of Florida, Inc.
Attn: Mr. Vincent Amato
8526 SW Kansas Ave.
Stuart, Florida 34997

Subject: Renewal for ITB #2016-306, Emergency Water & Wastewater Repair Services

Dear Mr. Amato,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Emergency Water & Wastewater Repair Services for the period beginning September 2, 2018 and ending on September 1, 2019, which represents the second and final year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., June 20, 2018**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

CC: ITB #2016-306 File

I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Date

6/11/18

VINCENT AMATO

Printed Name

PRESIDENT

Title



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 70-2018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE FINAL RENEWAL PERIOD OF ITB NO. 2016-306: EMERGENCY WATER & WASTEWATER REPAIR SERVICES WITH FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA THROUGH SEPTEMBER 1, 2019, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the second and final year of two possible one (1) year renewal periods of ITB No. 2016-306: Emergency Water & Wastewater Repair Services with Felix Associates of Florida; effective September 2, 2018 through September 1, 2019.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner MCDONALD offered the foregoing resolution and moved its adoption.

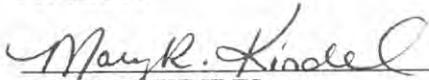
The motion was seconded by Commissioner BLOUNT and upon being put to a roll call vote, the vote was as follows:

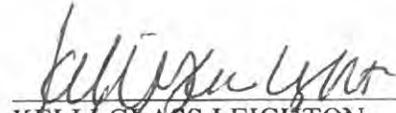
KELLI GLASS LEIGHTON, MAYOR
BECKY BRUNER, VICE MAYOR
NICK BLOUNT, COMMISSIONER
EULA R. CLARKE, COMMISSIONER
TROY A. MCDONALD, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

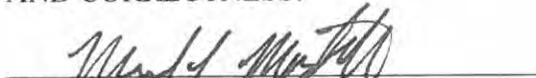
ADOPTED this 13th day of August, 2018.

ATTEST:


MARY R. KINDEL
CITY CLERK


KELLI GLASS LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL MORFELL
CITY ATTORNEY





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

June 7, 2018

Via Email Transmission: vamato@felixassociates.net

Felix Associates of Florida, Inc.
Attn: Mr. Vincent Amato
8526 SW Kansas Ave.
Stuart, Florida 34997

Subject: Renewal for ITB #2016-306, Emergency Water & Wastewater Repair Services

Dear Mr. Amato,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Emergency Water & Wastewater Repair Services for the period beginning September 2, 2018 and ending on September 1, 2019, which represents the second and final year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., June 20, 2018**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

CC: ITB #2016-306 File

I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

VINCENT AMATO
Printed Name

Date

6/11/18

PRESIDENT
Title



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 105-2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE RENEWAL OF ITB NO. 2016-306: EMERGENCY WATER & WASTEWATER REPAIR SERVICES WITH FELIX ASSOCIATES OF FLORIDA, INC. OF STUART, FLORIDA, FOR THE FIRST OF TWO (ONE YEAR) RENEWAL PERIODS THROUGH SEPTEMBER 1, 2018, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the renewal of ITB No. 2016-306: Emergency Water & Wastewater Repair Services with Felix Associates of Florida; for the first of two possible one (1) year renewal periods effective September 2, 2017 through September 1, 2018.

SECTION 2: This resolution shall take effect upon adoption.

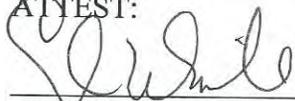
Commissioner CAMPENNI offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner GLASS LEIGHTON and upon being put to a roll call vote, the vote was as follows:

TROY A. MCDONALD, MAYOR
 KELLI GLASS LEIGHTON, VICE MAYOR
 BECKY BRUNER, COMMISSIONER
 EULA R. CLARKE, COMMISSIONER
 TOM CAMPENNI, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
X			
X			
X			
X			
X			

ADOPTED this 25th day of September, 2017.

ATTEST:

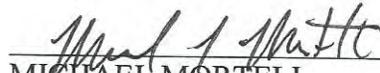


 CHERYL WHITE
 CITY CLERK



 TROY A. MCDONALD
 MAYOR

APPROVED AS TO FORM
 AND CORRECTNESS:



 MICHAEL MORTELL
 CITY ATTORNEY





AMENDMENT #1

TO

ITB# 2016-306 EMERGENCY WATER AND WASTEWATER REPAIR SERVICES

This Amendment #1, made and entered into this 11th day of September, 2017, is to that certain agreement between Felix Associates of Florida, Inc., hereinafter referred to as "CONTRACTOR" and the City of Stuart, Florida, a municipal corporation, hereinafter referred to as "CITY", said Agreement entered into the 2nd day of September, 2016.

In accordance with Section 14.7, Contract Amendment of the Agreement, CONTRACTOR and CITY agree to modify the agreement as follows:

An emergency constitutes a significant interruption or delay in the provision of municipal services to the public shall be deemed an immediate threat to the public welfare.

In accordance with the Procurement requirements, this agreement under the emergency procurement Award Authority when the cost exceeds \$50,000.00 and is not a budgeted item, which will obligate the City to more than the expenditure of appropriated funds, the award of the bid must be approved by the City Commission.

Therefore, based on the prior annual usage, in accordance with the unit prices, request your concurrence to modify the award authority as identified.

All other terms, conditions, prices and exhibits remain the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Amendment the day and year indicated above:

CITY OF STUART, FLORIDA

ATTEST:



CHERYL WHITE
CITY CLERK



TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY

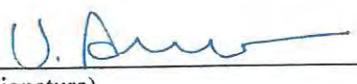


WITNESSES:

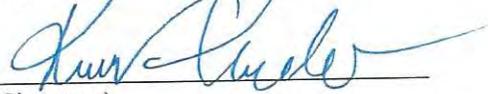
CONTRACTOR
FELIX ASSOCIATES OF FLORIDA, INC.



(Signature)



(Signature)



(Signature)

Vincent Amato

Printed Name

President

Title



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

August 25, 2017

Via Email Transmission: vamato@felixassociates.net

Felix Associates of Florida, Inc.
Attn: Mr. Vincent Amato
8526 SW Kansas Ave.
Stuart, Florida 34997

Subject: Renewal for ITB #2016-306, Emergency Water & Wastewater Repair Services

Dear Mr. Amato,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Emergency Water & Wastewater Repair Services for the period beginning September 2, 2017 and ending on September 1, 2018, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., August 30, 2017**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

CC: ITB #2016-306 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Vincent Amato

Printed Name

8/28/17

Date

President

Title



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

September 2, 2016

Via: Email transmission, bmiller@felixassociates.net

Felix Associates of Florida, Inc.
Attn: Mr. Ben Miller, Vice President
8526 SW Kansas Avenue
Stuart, FL 34997

Subject: Notice of Award
RFQ No. 2016-306: Emergency Water & Wastewater Repair Services

Dear Mr. Miller,

You are hereby notified that your firm has been awarded ITB No. 2016-306, Emergency Water & Wastewater Repair Services on an as needed basis, for a base bid amount of \$24,008.00, in accordance with the terms and conditions specified in the ITB.

Please send the "Certificate of Insurance" which reflects all types and levels of coverage as noted in the ITB. The insurance certificate must also have printed in the "Remarks" box, words to the effect: "**The City of Stuart is an additional insured**". The City requests that the insurance certificate lists the **project number and the project name**, ITB# 2016-306, Emergency Water & Wastewater Repair Services, in the ITB to the Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, at your earliest convenience.

The initial contract period will be for one year, effective on September 2, 2016 through September 1, 2017, with 2 one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at ldarden@ci.stuart.fl.us or call me at (772) 288-5308.

Sincerely,

Lenora Darden
Procurement Manager
City of Stuart, Florida

c: 2016-306 ITB File
Dave Peters, Assistant Public Works Director



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

MEMORANDUM

To: Lenora Darden, Procurement Manager
From: Alaina Knofla, Procurement Specialist
Date: September 2, 2016
Subject: Recommendation of ITB #2016-306: Emergency Water & Wastewater Repair Services

Attached is the department's recommendation for the above referenced project. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and where the vendor was selected in accordance with the City Procurement Ordinance.

This solicitation was disseminated to four (4) suggested suppliers. Out of 723 notified suppliers, twenty-three (23) planholders received the bid, six (6) responsive bids was submitted by 2:30 pm on the ITB opening date, August 31, 2016. Staff has reviewed the bid and recommends award, at the unit prices specified, to the lowest responsive and responsible bidder, Felix Associates of Florida, Inc. of Stuart, Florida, for the base bid amount of \$24,008.00.

Please review the attached documentation and signify by signature below your determination of award, request for further information or recommended rejection of all bids.

Should you have any questions or if I might be of further assistance please call me at ext. 5320 or contact me by email at aknofla@ci.stuart.fl.us.

- Award ITB 2016-306: Emergency Water & Wastewater Repair Services to Felix Associates of Florida, Inc. of Stuart, Florida, to the lowest responsive and responsible bidder for the base bid amount of \$24,008.00.
- Further information is required
- Recommend all bids be rejected



Lenora Darden, Procurement Manager

9/2/16
Date



CITY OF STUART
UNIT PRICE CONTRACT

PROJECT: ITB #2016-306 EMERGENCY WATER & WASTEWATER
REPAIR SERVICES

CONTRACTOR: Felix Associates of Florida, Inc.
8526 SW Kansas Avenue
Stuart, FL 34997

UNIT PRICE AGREEMENT

THIS UNIT PRICE AGREEMENT, hereinafter "Agreement," made this 2nd day of September, 2016, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the "CITY", and Felix Associates of Florida, Inc., hereinafter called the "CONTRACTOR."

WITNESSETH:

1. DESCRIPTION OF WORK

Contractor shall provide Emergency Water/Wastewater Repair Services on an as needed basis to perform the services as outlined in Exhibit A (Contractor's response to ITB #2016-306 as accepted by the CITY) and Exhibit B (CITY's original Invitation to Bid) incorporated herein.

A copy of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the documents and the terms and conditions of this Agreement, shall be interpreted in favor of this Agreement.

If expenditure for emergency service exceeds \$25,000, on a per project basis, the award authority will be in accordance with Section IV of the Procurement Manual.

2. PROJECT MANAGER

The Project Manager for the City is the Public Works Director unless a designee is appointed in which the identity of the designee shall be provided to the CONTRACTOR in writing.

The Project Manager for the Contractor is

Kenneth Sandow, General Superintendent

Phone: 772-220-2722

Cell: 772-528-9025

Fax: 772-220-2728

Email: ksandow@felixassociates.net

3. RESPONSE TIMES

The required response time for an emergency repair is to be at the designated site within two (2) hours for the initial review of the situation. The written estimate (based on the unit prices) for the required work will be due by noon the following day. The emergency work shall begin immediately.

Overtime will be based on routine rate at time and one half (1-1/2). Overtime hours shall be from 5:01pm to 6:59am Monday through Friday, weekends, City observed holidays, and must be approved by the City Project Manager prior to commencement of work actually being performed. Failure to obtain prior approval may result in all work being paid at routine rates.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

4. TIME OF PERFORMANCE

The emergency repair work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work as soon as possible. Should the organization of the Contractor, or its management, or the manner of carrying on the work be inadequate to do the work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and the Contractor and the Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Agreement unless the City authorizes such payment in writing.

Contractor is advised that time is of the essence for each emergency response. Failure of the part of the Contractor to respond and complete the emergency work within the time quoted may result in great loss and damage to the City. Because of the peculiar nature of such damage, it may be difficult to accurately ascertain and definitely determine the amount of said loss. Contractor shall meet with the City's Project manager or designee to determine the type of work to be performed. Contractor shall submit a written estimate. This estimate shall include a total firm cost to the City itemized as follows; labor hours, equipment, a brief description of the repair work to be done, location of work, including the project manager; and state completion time.

If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

5. CONTRACT PAYMENT

The City will compensate Contractor on a per project basis for Services in accordance with Contractor's unit pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

6. CONTRACT TERM

At all times during the term of the contract, the Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

The initial performance period of this contract resulting from this solicitation is one (1) year and may be renewed upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

7. AUDIT

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

8. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees

the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

9. PAYMENT AND PERFORMANCE BONDS

The work performed under this contract is on a per project basis. If the project is estimated to exceed \$50,000, the Contractor shall furnish bonds written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of 8% per annum, and that they shall indemnify and save harmless the City of Stuart to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have valid payment and performance bonds in force covering the work being performed. Failure to have such bonds in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City

10. CONTRACTOR RESPONSIBILITY

10.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

10.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it. on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

11. INDEMNIFICATION

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

12. INSPECTION

The project will be inspected by the Engineer of Record (EOR) and the Public Works Inspector for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection at least two (2) calendar days prior, which shall be stated in such notice.

13. INSURANCE REQUIREMENTS

Contractor shall procure and maintain insurance, as specified in Section VI of the ITB and included in “**Exhibit C**” of this Contract, for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The City shall be named as an “additional insured” and be provided thirty (30) days written notice of cancellation, non-renewal or substantial coverage revision. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in “**Exhibit C**” attached hereto.

14. GENERAL PROVISIONS

14.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.3 Other Entity Use

The Contractor may be requested to convey its prices, contract terms and conditions, to municipalities or other governmental agencies.

14.4 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

14.5 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.6 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

14.7 Contract Amendment

Any additional service considered necessary by the Contractor shall be authorized by the City prior to the commencement of the service. Failure to obtain written approval on a quotation may result in non-payment.

Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period.

14.8 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.9 Non-Exclusinve Contract

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

15. DEFAULT / TERMINATION

15.1 Termination for Convenience

The City upon a thirty (30) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

15.2 Termination for Cause

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 15.2., it is determined for any reason that the Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 15.1 of this contract which allows the City to terminate the Contractor for convenience.

15.3 Performance Evaluation

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

16. PUBLIC RECORDS ACT: *Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action*

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

The successful bidder must be in compliance with F.S. 119.07 Public records act Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

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

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

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the

public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

17. EXHIBITS INCLUDED IN AGREEMENT

- Exhibit A** "ITB as submitted by Contractor and accepted by the City"
- Exhibit B** "Original ITB as issued by the City, including all addenda"
- Exhibit C** "Insurance and Indemnification"

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:



CHERYL WHITE
CITY CLERK



LENORA DARDEN
PROCUREMENT MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:




VICE PRESIDENT

BENJAMIN MILLER

CONTRACTOR
FELIX ASSOCIATES OF FLORIDA, INC.

BY: 

President

Vincent Amato

(Print)

EXHIBIT A

“ITB AS SUBMITTED BY RESPONDENT AND ACCEPTED BY CITY”

ORIGINAL

CITY OF STUART

SECTION IV

FORMS

BID FORM

(The following pages **must** be properly filled out and submitted to the City of Stuart in order to bid on this project. Failure to completely fill out these pages, not submitting all pages or submitting bids in other formats may result in rejection of the bid.)

TO THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA

Ladies and Gentlemen:

The undersigned, hereinafter called the bidder, hereby proposes to furnish all labor, tools, materials and supplies, and to sustain all the expense incurred in doing the work herein set forth, that may be awarded to the undersigned by the City of Stuart, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the office of the City Clerk of Stuart, Florida, which are hereby referred to and made a part hereof, at the following unit prices:

Bidder's Company Name: Felix Associates of Florida, Inc.
Street Address: 8526 SW Kansas Ave.
City, State, Zip Code: Stuart, FL.,34997
Contact Name: Ben Miller **Title:** Vice President
Bidder's Telephone #: (772) 220-2722
Bidder's Fax #: (772) 220-2728
Bidder's E-mail Address: bmillier@felixassociates.net
Total Amount of Base Bid: \$24,020.00

BID SCHEDULE

The City of Stuart intends to award a contract to the lowest Responsive and Responsible bidder using the following Unit Prices as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), services, utility restraints, glands, straps, coordination with utility companies, clean up and other means of construction to successfully complete the project in its entirety.

- **Emergency Normal Hours** Mon-Fri, 7am – 5pm
- **Emergency Overtime/After Hours:** Weekends (Sat & Sun), Mon-Fri, 5:01pm – 6:59am, including Holidays

ITEM NO.	DESCRIPTION	HOURLY LABOR RATE	ESTIMATED HOURS	TOTAL
GROUP A ROUTINE HOURLY RATE				
1	Foreman: Regular Hourly Rate	\$ 52.00	12	\$ 624.00
2	Foreman: Overtime/After Hours Rate	\$ 78.00	12	\$ 936.00
3	Crew Man: Regular Hourly Rate	\$ 24.00	12	\$ 288.00
4	Crew Man: Overtime/After Hours Rate	\$ 36.00	12	\$ 432.00
5	Supervisor: Regular Hourly Rate	\$ 84.00	12	\$ 1,008.00
6	Supervisor: Overtime/After Hours Rate	\$ 84.00	12	\$ 1,008.00
Group A Total (Add Items 1-6)				\$4,296.00
GROUP B: EQUIPMENT HOURLY RATE				
Awardee-owned, Leased or rented equipment with qualified operators , per hour for all of the following equipment to include any required operators and transportation to the sites, as required for projects and the Bid specifications.				
7	Large Trackhoe	\$ 160.00	12	\$ 1,920.00
8	Medium Trackhoe	\$ 110.00	12	\$ 1,320.00
9	Combination Backhoe	\$ 77.00	12	\$ 924.00
10	Front End Loader	\$ 88.00	12	\$ 1,056.00
11	9 Cubic Yard or Smaller Dump Truck	\$ 35.00	12	\$ 420.00
12	18 Cubic Yard or Larger Dump Truck	\$ 66.00	12	\$ 792.00
13	Crew Truck with Hand Tools	\$ 25.00	12	\$ 300.00
14	3" Trash Pump with 60 Feet Of Suction & Discharge Hose	\$ 3.00	12	\$ 36.00

Company Name: Felix Associates of Florida, Inc.

ITEM NO.	DESCRIPTION	HOURLY LABOR RATE	ESTIMATED HOURS	TOTAL
15	2" Trash Pump with 60 Feet Of Suction & Discharge Hose	\$ 2.00	12	\$ 24.00
16	Walk Behind Vibrating Roller	\$ 8.00	12	\$ 96.00
17	Plate Compactor	\$ 8.00	12	\$ 96.00
18	Jumping Jack Compactor	\$ 4.00	12	\$ 48.00
19	14" Street Saw	\$ 3.00	12	\$ 36.00
20	14" Cut Off Saw	\$ 3.00	12	\$ 36.00
21	6" Wellpoint System with 100 Feet of Header Pipe	\$ 40.00	12	\$ 480.00
22	Cement Mixer	\$ 2.00	12	\$ 24.00
23	Small Tractor with Box Blade	\$ 24.00	12	\$ 300.00
24	1,000 Gallon Per Minute Pump with 100 Feet of Suction & Discharge Hose.	\$ 68.00	12	\$ 816.00
Group B Total (Add Items 7-24)				\$ 8,724.00
Group C: Parts and Materials				
City's Estimated Annual Parts & Materials Expenditure is \$10,000. 10% Markup = 1.10 X estimated annual expenditure				\$11,000.00
Group A + Group B + Group C = OVERALL ESTIMATED ANNUAL TOTAL				\$24,020.00
Overtime will be based on routine rate at time and a half and on an emergency basis with prior approval. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the City work sites.				
Estimated usage is for bid evaluation purposes and shall not be construed as a guarantee of materials/hours. Actual hours and/or service needed will vary depending upon priorities and budgeting				
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

Company Name: Felix Associates of Florida, Inc.

The undersigned bidder hereby proposes to begin work after receipt of order (ARO) by the Project Manager or designee.

The undersigned bidder certifies that as a condition of bidding he will hold good his bid prices for a minimum period of sixty (60) calendar days from the date bids are opened.

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Procurement Manager, to update their records should he be awarded the project described herein.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

Award will be based on the Total Amount of Base Bid if within the project budget constraints; low responsive, responsible bidder will be based on the lowest total bid submitted within budget.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

Addendum <u>N/A</u>	Issued _____	BIDDER'S INITIALS _____
Addendum _____	Issued _____	BIDDER'S INITIALS _____
Addendum _____	Issued _____	BIDDER'S INITIALS _____
Addendum _____	Issued _____	BIDDER'S INITIALS _____

DATE: 8/30/2016

FOR: Felix Associates of Florida, Inc
(Firm Name)

BY: [Signature]
(Signature)

[Signature]
Vice President
(Title)

[Signature]
(Corporate Attest by Secretary)



State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the physical address of the place of business (Post Office Box is neither appropriate nor acceptable). If a CORPORATION, state the name of the President, Secretary and Resident Agent. If a PARTNERSHIP, state the names of all partners. If a TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e. non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: Felix Associate of Florida, Inc.

Address: 8526 SW Kansas Avenue

City: Stuart State: FL Zip Code: 34997

Telephone: (772) 220-2722 Facsimile Number: (772) 220-2728

Vincent Amato
Name

President
Title

Benjamin Miller
Name

Vice president
Title

John Breslin
Name

Vice President/Secretary/Treasuer
Title

(Add additional sheets, if necessary)

WARRANTIES

In consideration of, and to induce the award of the CITY OF STUART, FLORIDA, contract described in these bid documents, the contractor represents and warrants to the City of Stuart, Florida:

(1) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and

(2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions to bidders and specifications, are true and correct in all respects; and

(3) That the Contractor has read and complied with all the requirements set forth in the request for bids, instructions to bidders and specifications; and

(4) That the Contractor warrants all materials supplied by it under the terms of the contract are delivered to the City of Stuart, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Stuart, Florida, against all persons claiming the whole or any part thereof; and

(5) That the materials supplied to the City of Stuart, Florida, under the contract are free from the rightful claims of any persons whomsoever by way of patent or trademark infringement or the like; and

(6) That the materials supplied under the contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

(7) That the materials supplied under the contract are free from defects in material and workmanship under normal use and service and that any such materials found to be defective within one year from the date of delivery, shall be replaced by the contractor free of all charges, including transportation; and

(8) That the materials supplied pursuant to the contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the materials will continue to be fit for such purposes for a period of one year after delivery, provided that the City shall give the Contractor written notice within five calendar days after the first discovery by the City that the materials failed to fulfill the warranty, whereupon, the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the warranty with said one year period, the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason of this warranty of fitness; and

(9) That this warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amount of One Million (\$1,000,000) Dollars for property damage and One Million (\$1,000,000) Dollars for personal injury as shown on the certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and

(10) That if is an express condition of this warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Stuart, Florida, or is attached hereto, as to such maintenance and operation instructions shall void this warranty as to that portion of the material; accordingly, the City of Stuart should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this warranty, the City of Stuart, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City; and

(11) That it is agreed and understood by the Contractor that the City of Stuart, Florida, is induced to enter the contract to which this warranty applied in reliance upon this warranty.

SIGNED, sealed and delivered on this August, 31, 2016



CONTRACTOR: FELIX ASSOCIATES OF FLORIDA, INC.

BY: [Signature]

[Signature]

Secretary
(Certificates of Insurance attached)

QUESTIONNAIRE FORM

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. All bids must contain a detailed Work Plan which specifically addresses questions #'s 5-8.

1. How many years has your organization been in business as a contractor?
Seven Years _____

2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)
Loxahatchee River Environmental Control District Annual Contract _____
Kris Dean (561) 747-5709 _____

3. Have you any similar work in progress at this time? Yes No

4. List contact information below for trained personnel, including Supervisor (to the City account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. (Please provide a contact name and telephone number radio, beepers, cellular phones etc.):
 - Kenny Sandow (772) 220-2722 cell (772)528-9025 See Attached _____
 - Ben Miller, (772) 220-2722 Cell (772) 285-1846 See Attached _____
 - Rob Dolmaten Cell (772) 370-2011 _____
 - _____

5. Have you personally inspected the proposed project site and have you a complete plan for its performance? Yes No

6. Will you sublet any part of this work? Yes No If so, give details:

7. List equipment available for the work.
PC300, PC138, Trackhoe, 200 Loader, Combination,Pumps,Trucks _____

8. Please list and attach the type/number of general contractor license(s) with water/wastewater experience.
General Contractor, CGC1507744 _____

**CITY OF STUART
SAFETY STANDARDS CERTIFICATION**

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 8/31/2016

FOR: Felix Associates of Florida, Inc.

(Firm Name)

[Signature]
(Witness)

BY: [Signature]
(Signature)

[Signature]
(Witness)

Vice President

(Title)

[Signature]
(Corporate Attest by Secretary) 2009

(Affix Seal)



Sworn to and subscribed before me this 31 day of August, 2016,

known to me, or identified as Benjamin Miller

in the City of Stuart, County of martin, State of Florida.

Signed: [Signature] Notary Public

My Commission Expires: 5/5/17 (Affix Seal)



TRENCH SAFETY
(Check one of the two boxes below)

- TRENCH SAFETY DOES APPLY TO THIS PROJECT (Fill in the form below & include the price on the appropriate line of the Bid Schedule)
- TRENCH SAFETY DOES NOT APPLY TO THIS PFOJECT (Ignore the form below)

Bidder acknowledges that included in the appropriate bid items of this proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT COST	EXTENDED COST
A. <u>0-6</u>	<u>LF</u>	<u>1</u>	<u>\$ 2.00</u>	<u>\$ 2.00</u>
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
TOTAL:				<u>\$ 2.00</u>

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

If applicable, failure to complete the above may result in the bid being declared non-responsive.

Date: 8/31/2016

Signature: *[Signature]*

STATE OF: Florida

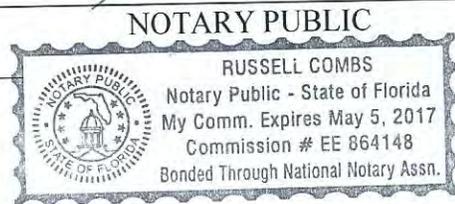
COUNTY OF: Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Benjamin Miller, who, after first being duly sworn by me, affixed his/her
(Name of Individual Signing)

signature in the space provided above on this the 31st day of August, 2016.

My Commission Expires: 5/5/17



SUBCONTRACTORS LIST
(Check one of the two boxes below)

- I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*
 I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project. The Bidder will make additions, deletions or substitutions **only with the permission of the City of Stuart and after sufficient prior written notification.**

1	N/A		
Subcontractor Firm Name	Address		Telephone No.
2			
Subcontractor Firm Name	Address		Telephone No.
3			
Subcontractor Firm Name	Address		Telephone No.
4			
Subcontractor Firm Name	Address		Telephone No.
5			
Subcontractor Firm Name	Address		Telephone No.
6			
Subcontractor Firm Name	Address		Telephone No.
7			
Subcontractor Firm Name	Address		Telephone No.
8			
Subcontractor Firm Name	Address		Telephone No.
9			
Subcontractor Firm Name	Address		Telephone No.
10			
Subcontractor Firm Name	Address		Telephone No.

(Use additional pages if necessary.)

EXPERIENCE OF BIDDER

The bidder shall complete the following blanks regarding experience in this particular project work. Bidder must demonstrate ability to deliver contracts of similar complexity, nature, and size of this project.

#1	Agency	City of Stuart
	Address	121 SW Flagler Avenue
	City, State, ZIP	Stuart, Fl 34994
	Contact Person	Dave Peters
	Telephone	(772) 288-1292
	Date(s) of Contract	9/26/2015
	Dollar Value of Contract	\$296,887.00
#2	Agency	FPL
	Address	700 Universe Blvd
	City, State, ZIP	Juno Beach, Fl, 33468
	Contact Person	Rust Hurt
	Telephone	(772) 0 486-5818
	Date(s) of Contract	6/1/2016
	Dollar Value of Contract	20,000,000.00
#3	Agency	Loxahatchee River District
	Address	2500 Jupiter park
	City, State, ZIP	Jupiter, Fl 33458
	Contact Person	Kris Dean
	Telephone	(561) 747-9700
	Date(s) of Contract	6/1/2016 -6/12018
	Dollar Value of Contract	Annual Contract. 250,000.00

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA
by: Benjamin Miller, Vice President
(print individual's name and title)
for: Felix Associates of Florida, Inc
(print name of entity submitting sworn statement)
whose business address is: 8526 SW Kansas Ave., Stuart Fl. 34997
and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4299335
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
Signature

Sworn to and subscribed before me this 31 st day of August, 2016.

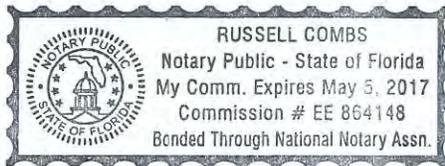
Personally known OR Produced Identification

DL
Type of Identification

[Signature]
Notary Public – State of Florida

My Commission Expires: 5/5/17

SEAL OR STAMP



STATEMENT OF NO BID

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear {please explain below}.
- Other (please specify below).

M/A

REMARKS _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Company Name

Address

Telephone Number

Typed Name and Title

Signature and Title

Date

SECTION IX

BIDDERS 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.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt & IRS W-9 submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Warranty is in compliance with bid requirements?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted (one original, two copies)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is 10% Bid Bond included?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Are all Forms completed, signed (if required), and enclosed? o Bid Form o Bid Schedule o Warranties o Safety Standards Certification o Trench Form o Questionnaire o Subcontractors List o Public Entity Crimes o Minority Business Enterprise Participation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Felix Associates of Florida, Inc.

Company Name _____



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
8526 SW KANSAS AVENUE
STUART FL 34997

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1507744 ISSUED: 08/24/2014

CERTIFIED GENERAL CONTRACTOR
AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1408240003327

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1507744	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

AMATO, VINCENT JAMES
FELIX ASSOCIATES OF FLORIDA INC
8526 SW KANSAS AVENUE
STUART FL 34997



MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2012-518-0753 Cert GGC1507744
Phone (772)220-2722 Sic No 236220
Location 8526 SW KANSAS AVE STU



Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25

AMATO, VINCENT
FELIX ASSOCIATES OF FLORIDA, INC.
8526 SW KANSAS AVE
STUART, FL 34997

Has satisfied requirements to engage in the business, profession
or occupation of CERT. GENERAL CONTRACTOR
at location listed for the period beginning on the

30 Day of JULY

AND ENDING SEPTEMBER 30 2016

804 2014 07097.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.
ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



CERTIFICATE OF LIABILITY INSURANCE

FELIASS-03

LSILANO

DATE (MM/DD/YYYY)

6/21/2016

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 Brown & Brown of New York Inc. 800 Westchester Avenue, N-311 Rye Brook, NY 10573	CONTACT NAME: PHONE (A/C, No, Ext): (914) 337-1833 E-MAIL ADDRESS: certificates@bbinsny.com		FAX (A/C, No): (914) 337-1596
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Felix Associates of Florida, Inc 8526 SW Kansas Avenue Stuart, FL 34997	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B: RSUI Indemnity Company		22314
	INSURER C: AGCS Marine Insurance Co		22837
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Poll \$1M/2M <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		1000090305151	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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	X		SISIPCA08222915	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095184151	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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	100 0001956-0	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability			NHA074150	12/31/2015	12/31/2016	Occurrence/Aggregate 5,000,000
C	Installation Floater			MXI 93070479	12/31/2015	12/31/2016	2,000,000

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

CERTIFICATE HOLDER**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

M. F. Rollin III

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**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

August 31, 2016

Felix Associates of Florida, Inc.
8526 SW Kansas Avenue
Stuart, Florida 34997

RE: Prequalification

To Whom It May Concern:

Felix Associates of Florida, Inc. is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. PHILADELPHIA INDEMNITYINSURANCE COMPANY is rated by A.M. Best as a "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company has a certificate of authority from the Department of The Treasury with an underwriting limitation of \$204,752,000.

A bonded work program of \$75,000,000 single and \$150,000,000 aggregate, has been supported by Philadelphia Indemnity Insurance Company. As, surety, Philadelphia Indemnity Insurance Company would favorably consider performance and payment bonds as necessary. As is customary, final approval of any bond is predicated upon the most current financial job information available to the underwriter at the time, and is subject to standard underwriting including but not limited to review of contract terms and conditions, bond forms and project financing.

Any request for bonds is a matter between the contractor and ourselves and we assume no liability to any party if for any reason we do not execute said bonds which may arise solely from this letter of recommendation.

Philadelphia Indemnity Insurance Company

Lisa Nosal
Atty-in-fact
lnosal@chagency.com
973-435-3306

KENNETH D. SANDOW

SUMMARY OF QUALIFICATIONS

- Excellent communication skills
- Ability to create excellent client relationships
- Strong knowledge of cost analysis and tracking
- Exceptional capability to oversee, control, and encourage employees

PROFESSIONAL EXPERIENCE

Felix Associates of Florida, Inc. 2009-Present

Felix Associates, *Port St. Lucie Division*, Port St. Lucie, FL 2005 – 2009
Present

General Superintendent

- Estimating
- Specializing in major excavating, site clearing, and utility installation
- Job planning and organization
- Enforce job quality
- Coordinate sub-contractors

Recent Projects:

- Rangeline Re-pump – Port St. Lucie, FL
Approximately 5,600 ft. of 36" DIP water main, valves, and fittings
- Allied Technologies – Port St. Lucie, FL
Approximately 13,000 feet of 16" potable water main
- Port St. Lucie City Center – Port St. Lucie, FL
67 acre master development – construction superintendent for clearing demolition, gravity sewer installation, water main installation, power and telephone installation, site work, and complete road work installation
- Palm Beach Country Estates – West Palm Beach, FL
57 mile, residential potable water main installation – construction superintendent for project coordination, material coordination, employee coordination and installation to supply 1,575 homes with potable drinking water
- Crosstown Parkway Segments 2 & 4 – Port St. Lucie, FL
8 mile highway project – construction superintendent for project coordination, material coordination, employee coordination, and installation of 24" to 4" water and sewer lines

Felix Associates, *Port St. Lucie Division*, Port St. Lucie, FL 2004 – 2005

Utility Foreman

- Job planning and organization
- Supervise job quality

- Enforce job safety
- Coordinate sub-contractors
- Specializing in pressure pipe, drainage, and gravity sewer

SPS Contracting, Vero Beach, FL

2003 – 2004

Utility Foreman

- Job planning and organization
- Specializing in site development
- Installation of pressure pipe, drainage, and gravity sewer

Ric-man International

2002 – 2003

Utility Foreman

- Specializing in drainage installation for new highway development

Felix Equities, Inc.

2001 – 2002

Project Superintendent

- Job planning and organization
- Coordinate sub-contractors
- Enforce job safety
- Coordinate equipment and trucking
- Evaluate inventory

Felix Equities, Inc.

1999 – 2001

Underground Foreman

- Installation of water and sewer in USA Phase 3, 4, 5, 6, and 7
- Enforce job quality

Mountain Moving Construction Co. – Asheville, NC

1997-1999

Owner/Operator

- Estimating
- Specializing in major excavating, site clearing, and utility installation
- Job planning and organization
- Coordinate sub-contractors

COMPUTER SKILLS

- MS Office, HCSS

REFERENCES AVAILABLE UPON REQUEST

Land Development Project Manager

Coordinate with Entitlements Division to create development budgets, critique both site and engineering plans, and obtain necessary permits. Request proposals, analyze bids, award contracts and manage all aspects of Land Development. Coordinate with local utility companies to plan, design and install public facilities. Manage multiple projects at the same time to ensure objectives of the projects are accomplished within prescribed time frame and funding parameters. Coordinate with Construction Division to ensure start and closing dates are achieved.

- Castellina, \$21 million Village of Wellington, FL
Residential joint venture development project consisting of 264 single-family lots on 132 acres. Development conditions entail over \$3 million worth of off-site DOT road improvements, a sanitary lift station and both water main and force main extensions.
- Sunterra, \$8 million West Palm Beach, FL
Residential development project consisting of 124 single-family lots on existing golf course. Project involved arsenic remediation, substantial demolition of existing structures and coordination with over 35 neighboring homeowners.
- Royal Woods, \$4 million Boca Raton, FL
Residential development project consisting of 80 condominium units on less than 8 acres. Entire development was built and turned over within two years of start date.
- Community Closeout Southeast Florida
Boca Vista, Fairfield Gardens, Silver Falls and Isles at Weston consisted of over 1000 combined lots that required final certification and community turnover.

Construction Project Manager

Plan, direct and coordinate activities of multiple projects to ensure objectives of the projects are accomplished within prescribed time frame and funding parameters. Manage suppliers and subcontractors to ensure safety, schedule and customer satisfaction. Plan and organize work to maximize potential crew productivity. Monitor and maintain project cost reports.

- Pohick Trunk Line Upgrade for *Fairfax County*, \$5.6 million Lorton, VA
Public project involved the installation of 5280 linear feet of 60" T-Lok lined RCP sanitary sewer parallel to an existing 60" RCP sanitary sewer, with depths ranging from ten to thirty feet deep. Project included one major open-cut road crossing, four concrete-encased creek crossings, three cast-in-place doghouse structures and by-pass pumping operations for 55 million gallons per day. Identified and utilized slide-rail shoring system to reduce risk and condense schedule.
- Stone Ridge for *Van Metre Homes*, \$6.4 million Arcola, VA
Project involved the construction of two four-lane parkways and other infrastructure roads, VDOT improvements on a major highway and 70 single-family lots. Performed clearing, erosion and sediment control, earthwork, rock blasting, all major utilities, curb and roadways.

- Westview Estates for *Brookfield Homes*, \$2.8 million Arcola, VA
 Project involved the land development of 58 single-family lots. Saved owner \$250,000 by locating sources of structural fill on-site. Developed rock bucket for excavator to utilize existing rock for riprap requirements. Project completed on schedule in despite of adverse weather conditions.
- Edwards Landing for *U.S. Homes / Brookfield Homes*, \$6.8 million Leesburg, VA
 Project involved the construction of one four-lane parkway, three residential sections containing 250 single-family and townhouse lots and a recreation center. Took over project from former project manager at 50% complete.

American Infrastructure, *Allan A. Myers*, Worcester, PA

1999 - 2002

Construction Project Engineer

Assisted project managers and project superintendents on multiple projects with pre-construction planning. Tracked and monitored labor and equipment productivities and efficiencies. Monitored job costs and created pay requests. Estimated and prepared change order documents. Created and maintained project schedules and company resource schedule. Coordinated material deliveries. Documented all project correspondence via Expedition.

- Upper Broad Run Sanitary Interceptor for *Van Metre Homes*, \$8.4 million Arcola, VA
 Project involved the construction of 16,350 linear feet of sanitary sewer, ranging from 54" RCP to 30" PVC. Project included two major road crossings requiring 60" steel casing installed by jack and boring methods and five stream crossings. Project also involved two major storm water management ponds constructed utilizing equipment with GPS. Saved \$1 million through negotiations with sanitary authority by utilizing PVC pipe rather than RCP.
- Kirkpatrick Off-Site Water Main for *Greenvest*, \$4.2 million Arcola, VA
 Project involved the construction of 21,000 linear feet of water main, ranging from 30" to 24" DIP. Project included three major road crossings requiring 60" steel casing installed by jack and boring methods. Saved \$400,000 by creating delay-free environment utilizing rock-saw.
- North Riding for *Brookfield Homes*, \$2.1 million South Riding, VA
 Project involved the land development for 48 single-family lots. Personally estimated project and was involved from proposal phase to completion.
- South Riding for *Toll Brothers*, \$5.3 million South Riding, VA
 Project involved the land development for 220 single-family and townhouse lots.

ADDITIONAL PROFESSIONAL ACTIVITIES

- Leadership Intensive Course
 Eighteen-month program focused on influencing, being proactive, accountability, discernment, innovation, continuous learning, teaching/coaching, change, collaboration, integrity, success and balance.
- OSHA 30-Hour Course
- Construction Affiliates Seminars

- Facilitator of Continuous Learning Courses
- Mentorship Program

EDUCATION

Virginia Polytechnic Institute and State University, Blacksburg, VA 1998 - 2000

M.S., Construction Engineering and Management

- Overall GPA – 3.8/4.0
- Graduate Assistantship – TA for Productivity and Cost Engineering
- Pratt Research Scholarship – GPS Based Asset Management Systems

Virginia Polytechnic Institute and State University, Blacksburg, VA 1994 - 1998

B.S., Civil Engineering

- Overall GPA – 3.7/4.0
- EIT Designation

COMPUTER SKILLS

Primavera Project Planner; Sure Track; Expedition; Agtek; Trueline; Lynx Digital Photo; MS Office; AutoCAD; Lotus Notes, HCSS, CLI

REFERENCES AVAILABLE UPON REQUEST

Professional Profile

Over 37 years in the construction industry involving site layout and preparation, underground utilities (water and sewer), pig launching, master lift stations, irrigation, drainage, curb and gutter, roadway, street lighting, signalization and landscaping. Direct supervision of multiple crews of over 100 employees on various utility projects.

Professional Experience

Felix Associates of Florida, Inc. Stuart, Florida
2009 – Present
1998-2009 Felix Associates, LLC
Superintendent

Responsibilities:

- Superintendent responsible for coordination of all employees and activities to successfully complete projects ahead of schedule and within budget.

Achievements:

- Port Mayaca Plantation, Phase I & II: 800 acre site prep, lake excavation, roadway & drainage; wetland restoration.
- Crosstown Parkway Segment 4 \$14m project: Two miles of DOT roadway reconstruction from 2 to 6 lanes consisting of bulk earthwork, grading and roadway construction.
- Crosstown Parkway Segment 2 \$12m project: Two and one-half miles of DOT roadway reconstruction from 2 to 6 lanes consisting of bulk earthwork, grading and roadway reconstruction.
- Village Parkway Phase 2: \$37m project consisting of site work, roadway, lake excavation and drainage.
- Westport Repump: Two million gallon repump station and storage tank.
- Port St. Lucie SAD Water and Sewer: 6 million feet of residential water and sewer using pipe ranging from 2" - 24". Installation of 59 lift-stations.
- Southport Transmission Mains – Reuse and Forcemain: Installation of 1,000' of 24" forcemain; 11,000' of 16" reuse; 6,600' of 24" HDPE; 6,600' of 16" HDPE. Supervision of 16" and 24" bores.

S. I. Nickolas Pompano, FL
1995 - 1997
Superintendent

Responsibilities:

Responsible for all phases of infrastructure rehab, utilities (water and sewer), drainage, curb, gutter, roadway, sidewalks, street lighting and irrigation. Coordinated all site work activities to include: Roads, curb, gutter, building pads, storm drainage, golf drainage and irrigation installation.

Achievements:

- Lincoln Road Mall Miami, FL

Milmir Construction Jacksonville, FL
1988 - 1995
Foreman

Responsibilities:

Building water and wastewater treatment plants. Site layout, construction of structures and piping. Installation of all underground and above ground piping.

Education

Lackawanna High School Buffalo, NY
United States Army, Engineering 1979 - 1983

EXHIBIT B

"ORIGINAL ITB AS ISSUED BY CITY, INCLUDING ALL ADDENDA"

CITY OF STUART, FLORIDA

BID DOCUMENTS

FOR

ITB #2016-306

EMERGENCY WATER & WASTEWATER REPAIR SERVICES

Submit by mail or hand deliver to:
Procurement & Contracting Services Office
City of Stuart City Hall
121 S.W. Flagler Avenue
Stuart, Florida 34994-2172

**Submit no later than: 2:30 P.M.
Wednesday, August 31, 2016**



City of Stuart
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994-2172
Telephone: (772) 288-5308
Fax Line: (772) 288-5381

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SECTION I

LEGAL NOTICE FOR ITB # 2016-306

EMERGENCY WATER AND WASTEWATER REPAIR SERVICES

The Stuart City Commission, Stuart, Florida is soliciting licensed general contractors to provide all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for emergency water and wastewater repairs within the City's utility service area in accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

A complete bid package can be obtained by contacting the City's Procurement & Contracting Services Office at 772-288-5320, purchasing@ci.stuart.fl.us or from Onvia DemandStar at <http://www.demandstar.com> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source. Questions concerning terms, conditions and/or specifications will be accepted by the Stuart Procurement & Contracting Services Office until **5:00 pm, August 24, 2016**.

Firms desiring to provide the services described shall submit one (1) original and two (2) copies of their bid, containing all of the required information **no later than 2:30 pm, August 31, 2016**. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: ITB #2016-306, Emergency Water & Wastewater Repair Services

Publish Date: August 12, 2016
Account # 888308

Stuart City Commission,
City of Stuart, Florida

SECTION II
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The City of Stuart, Florida is committed to providing opportunities for all small business, with special attention directed to minority and women owned firms. The City of Stuart encourages contractors to use minority and women owned businesses as subcontractors. While the City does not have a preference or set aside program, it is the desire of the City that small businesses be assisted in participating in this work. If you have any difficulty in determining the requirements of this bid invitation, or in filling out the documents, please call the Procurement Division at (772) 288-5320. We can also help you become a registered vendor for goods and services with the Public Works Department for construction projects.

This is the policy of the City Commission of the City of Stuart, Florida as evidenced by various sections of the Florida Statutes and local City Ordinances.

If we can be of any help please let us know!



SECTION III
INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding bidders in properly preparing their bids. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. QUALIFICATIONS OF BIDDERS: No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the CITY OF STUART, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Stuart in its sole discretion.

2. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or quantities from the Public Works Director, City Manager, Engineer of Record or their assistants shall relieve the contractor from any risk or from fulfilling all terms of the contract.

3. INCONSISTENCIES: Bidders must request clarification of any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation, in writing, at least ten (10) days prior to the time set for opening bids. After bids are opened, the bidders shall abide by the decision of the Procurement Manager as to such interpretation.

4. MEETING SCHEDULE: Bidders shall familiarize themselves with the following schedule.

A. Bid Opening: Firms desiring to provide the goods and services described above shall submit their bids, containing all of the required information on the proper bid forms **no later than 2:30 PM, Wednesday, August 31, 2016** to the Procurement Office. Bids will be opened as soon as possible thereafter and read in public. It is the sole responsibility of the bidder to assure that bids are received not later than the specified time and date. Bids received after that date and time will not be accepted or considered.

B. Preconstruction Conference: The City will schedule a preconstruction conference within fifteen (15) business days after Notice to Award.

5. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Procurement & Contracting Services Manager such interpretation in writing. To be considered, such request must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written addenda. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall

verify that he has all addenda before submitting his bid. Acknowledgement of all addenda issued during the solicitation process must be acknowledged within the bid and incorporated in the bid submitted.

All questions or requests for additional information shall be directed to the Procurement & Contracting Services Office by fax to 772-600-0134, email: purchasing@ci.stuart.fl.us.

6. LEGAL CONDITIONS: Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Stuart.

7. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. FORMS OF BIDS: *Each bid and its accompanying statements must be made on and only on the blanks provided (The pages so marked). Submission of a bid in any other format MAY BE GROUNDS FOR REJECTION OF THE BID. Additional copies of the proposal forms are available on request from the Procurement Manager or the forms may be photocopied from this package. The forms must be submitted in good order, with all the blanks filled in. Three (3) fully completed bid forms (original and two copies) must be enclosed in a sealed envelope when submitted to the Office of the Procurement Manager. Bids may be hand delivered, mailed or sent by courier delivery service to “Office of the Procurement Manager, City Hall, City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994-2172. All bids must show the name of the bidder and the bidder’s business address. The bid must be signed by one duly authorized to do so, and in cases where signed by a deputy or subordinate, the principal’s properly written authority to such deputy or subordinate must accompany the bid. No bid will be accepted, for any reason whatsoever, which is not submitted to the Office of the Procurement Manager as stated above, by the specified time and date due.*

9. FILLING IN BIDS: All prices must be stated in the bid schedule, and all bids must fully cover all items for which bids are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the bid is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid.

10. CAUSES FOR REJECTION: No bid will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items. Each item must carry its own proportion of the cost as nearly

as is practicable. Any alteration, erasure, interlineation, failure to specify bids for all items called for in the schedule or failure to acknowledge any and all addenda shall render the bid non-responsive, subject to rejection.

11. REJECTION OF BIDS: The City reserves the right to reject any or all bids for any reason or no reason in the sole discretion of the City. Further a bid may be rejected if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed in the best interests of the City.

12. WITHDRAWALS: Any bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the original bid. After bid opening, no bid can be withdrawn, modified, or explained.

13. CONTRACT: The bidder to whom award is made shall execute a written contract as approved by the City Attorney to include an indemnification and insurance requirements to do the work and maintain the same in good order until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be rescinded and the contract let to the next higher bidder who is reliable and responsible in the opinion of the City Commission. Such bidder shall fulfill every stipulation as if he were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

14. ENFORCEMENT OF SPECIFICATIONS: Copies of the specifications will be placed in the hands of all the assistants to the Public Works Director and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

15. COPIES OF PLANS AND SPECIFICATIONS: Copies of the specifications, details, contract and bonds are on file in the Office of the City Procurement & Contracting Services Division of Stuart and in the office of the City's Engineer of Record

16. PAYMENT AND PERFORMANCE BONDS: The successful bidder shall furnish bonds written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all

other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of 8% per annum, and that they shall indemnify and save harmless the City of Stuart to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have valid payment and performance bonds in force covering the work being performed. Failure to have such bonds in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City

17. SPECIFICATIONS: The specifications referred to in this project are the Detailed Specifications and the General Conditions contained in this bid package. The above referenced specifications are made a part of all projects or improvements let for bid by the City of Stuart and shall be complied with when preparing their bids and during construction of any work awarded.

18. AUDIT OF CONTRACTOR'S RECORDS: Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three years. The City may also require submittal of the records from the Contractor, the Subcontractor or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions. The Contractor shall assure that his Subcontractor will provide access to his records pertaining to the project upon request by the City.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

19. PUBLIC RECORDS ACT:

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

The successful bidder must be in compliance with F.S. 119.07 Public records act Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1) The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

20. PERMITS: The Contractor is responsible for applying for and obtaining any and all required permits by any municipality or county having jurisdiction over the conduct of the work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item. By submitting a bid the bidder certifies that he/she has contacted the appropriate permitting agencies, is knowledgeable of all the permit submittal requirements, and is prepared to obtain a permit within a reasonable time to be specified by the City. The Contractor is required to pay all the required permit fees whether or not there is a line item in the bid schedule, so he/she should ensure that these costs are included in his/her bid submission.

21. EQUIPMENT / MATERIALS: All equipment / materials must be new, of current manufacturer and in production at the time of bid opening, and carry standard warranties. All equipment supplied shall contain complete maintenance instructions, operating manuals and parts lists.

Responses will be considered only on equipment that can, on short notice, be serviced and maintained by the bidder. The bidder must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.

Equipment / Materials will be provided to the City at a (not to exceed) ten percent (10%) markup cost. However, if in the best interest of the City, on a project by project basis, the City may exercise the option to directly purchase equipment at City's cost. It will be the City's responsibility to inspect and accept equipment purchased by City. Contractor will only provide the services required to complete the work with the City purchased materials.

The City reserves the right to audit and request invoices for cost of materials.

22. MEASUREMENTS: Awarded bidder will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of the dimensions requested; therefore, the "Total Offer" must be based on accurate measurements by awarded bidder during inspection. Failure to do so will be at the bidder's risk.

23. INSURANCE: The bidder should note that any work in connection with this bid requires all of the following types of insurance from both the prime contractor and all his or her subcontractors. **These requirements may be unique to the City of Stuart.** All policies shall be

with insurers qualified and doing business in the State of Florida. The insurance requirements specific to this project are contained in Section VI.

24. OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

25. CONTRACT TERM: At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. Contract Period: This contract shall be awarded for an initial term of one (1) year subsequent to approval by the Procurement Manager. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder.
- B. Extension: Extension of the contract for additional thirty (30) day periods, not to exceed six months, for the convenience of either party shall be permissible at the mutual consent of both parties.
- C. Option to Renew: The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- D. Contract Amendment: The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period.

E. Non-Exclusive Contract: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

26. PERFORMANCE EVALUATION: Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

CITY OF STUART

SECTION IV

FORMS

BID FORM

(The following pages **must** be properly filled out and submitted to the City of Stuart in order to bid on this project. Failure to completely fill out these pages, not submitting all pages or submitting bids in other formats may result in rejection of the bid.)

TO THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA

Ladies and Gentlemen:

The undersigned, hereinafter called the bidder, hereby proposes to furnish all labor, tools, materials and supplies, and to sustain all the expense incurred in doing the work herein set forth, that may be awarded to the undersigned by the City of Stuart, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the office of the City Clerk of Stuart, Florida, which are hereby referred to and made a part hereof, at the following unit prices:

<p>Bidder's Company Name: _____</p> <p>Street Address: _____</p> <p>City, State, Zip Code: _____</p> <p>Contact Name: _____ Title: _____</p> <p>Bidder's Telephone #: _____</p> <p>Bidder's Fax #: _____</p> <p>Bidder's E-mail Address: _____</p> <p>Total Amount of Base Bid: \$ _____</p>

BID SCHEDULE

The City of Stuart intends to award a contract to the lowest Responsive and Responsible bidder using the following Unit Prices as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, dewatering, (incidental dewatering trenches / temporary ditch), services, utility restraints, glands, straps, coordination with utility companies, clean up and other means of construction to successfully complete the project in its entirety.

- **Emergency Normal Hours** Mon-Fri, 7am – 5pm
- **Emergency Overtime/After Hours:** Weekends (Sat & Sun), Mon-Fri, 5:01pm – 6:59am, including Holidays

ITEM NO.	DESCRIPTION	HOURLY LABOR RATE	ESTIMATED HOURS	TOTAL
GROUP A ROUTINE HOURLY RATE				
1	Foreman: Regular Hourly Rate	\$	12	\$
2	Foreman: Overtime/After Hours Rate	\$	12	\$
3	Crew Man: Regular Hourly Rate	\$	12	\$
4	Crew Man: Overtime/After Hours Rate	\$	12	\$
5	Supervisor: Regular Hourly Rate	\$	12	\$
6	Supervisor: Overtime/After Hours Rate	\$	12	\$
Group A Total (Add Items 1-6)				\$
GROUP B: EQUIPMENT HOURLY RATE				
Awardee-owned, Leased or rented equipment with qualified operators , per hour for all of the following equipment to include any required operators and transportation to the sites, as required for projects and the Bid specifications.				
7	Large Trackhoe	\$	12	\$
8	Medium Trackhoe	\$	12	\$
9	Combination Backhoe	\$	12	\$
10	Front End Loader	\$	12	\$
11	9 Cubic Yard or Smaller Dump Truck	\$	12	\$
12	18 Cubic Yard or Larger Dump Truck	\$	12	\$
13	Crew Truck with Hand Tools	\$	12	\$
14	3" Trash Pump with 60 Feet Of Suction & Discharge Hose	\$	12	\$

Company Name: _____

ITEM NO.	DESCRIPTION	HOURLY LABOR RATE	ESTIMATED HOURS	TOTAL
15	2" Trash Pump with 60 Feet Of Suction & Discharge Hose	\$	12	\$
16	Walk Behind Vibrating Roller	\$	12	\$
17	Plate Compactor	\$	12	\$
18	Jumping Jack Compactor	\$	12	\$
19	14" Street Saw	\$	12	\$
20	14" Cut Off Saw	\$	12	\$
21	6" Wellpoint System with 100 Feet of Header Pipe	\$	12	\$
22	Cement Mixer	\$	12	\$
23	Small Tractor with Box Blade	\$	12	\$
24	1,000 Gallon Per Minute Pump with 100 Feet of Suction & Discharge Hose.	\$	12	\$
Group B Total (Add Items 7-24)				\$
Group C: Parts and Materials				
City's Estimated Annual Parts & Materials Expenditure is \$10,000.				\$11,000.00
10% Markup = 1.10 X estimated annual expenditure				
Group A + Group B + Group C = OVERALL ESTIMATED ANNUAL TOTAL				\$
Overtime will be based on routine rate at time and a half and on an emergency basis with prior approval. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the City work sites.				
Estimated usage is for bid evaluation purposes and shall not be construed as a guarantee of materials/hours. Actual hours and/or service needed will vary depending upon priorities and budgeting				
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input type="checkbox"/> No <input type="checkbox"/>				

Company Name: _____

The undersigned bidder hereby proposes to begin work after receipt of order (ARO) by the Project Manager or designee.

The undersigned bidder certifies that as a condition of bidding he will hold good his bid prices for a minimum period of **sixty (60)** calendar days from the date bids are opened.

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Procurement Manager, to update their records should he be awarded the project described herein.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

Award will be based on the Total Amount of Base Bid if within the project budget constraints; low responsive, responsible bidder will be based on the lowest total bid submitted within budget.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

Addendum _____ Issued _____ BIDDER'S INITIALS _____

DATE: _____

FOR: _____
(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

(Title)

(Affix Seal)

(Corporate Attest by Secretary)

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the physical address of the place of business (Post Office Box is neither appropriate nor acceptable). If a CORPORATION, state the name of the President, Secretary and Resident Agent. If a PARTNERSHIP, state the names of all partners. If a TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e. non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Facsimile Number: _____

Name

Title

Name

Title

Name

Title

(Add additional sheets, if necessary)

WARRANTIES

In consideration of, and to induce the award of the CITY OF STUART, FLORIDA, contract described in these bid documents, the contractor represents and warrants to the City of Stuart, Florida:

(1) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and

(2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions to bidders and specifications, are true and correct in all respects; and

(3) That the Contractor has read and complied with all the requirements set forth in the request for bids, instructions to bidders and specifications; and

(4) That the Contractor warrants all materials supplied by it under the terms of the contract are delivered to the City of Stuart, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Stuart, Florida, against all persons claiming the whole or any part thereof; and

(5) That the materials supplied to the City of Stuart, Florida, under the contract are free from the rightful claims of any persons whomsoever by way of patent or trademark infringement or the like; and

(6) That the materials supplied under the contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

(7) That the materials supplied under the contract are free from defects in material and workmanship under normal use and service and that any such materials found to be defective within one year from the date of delivery, shall be replaced by the contractor free of all charges, including transportation; and

(8) That the materials supplied pursuant to the contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the materials will continue to be fit for such purposes for a period of one year after delivery, provided that the City shall give the Contractor written notice within five calendar days after the first discovery by the City that the materials failed to fulfill the warranty, whereupon, the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the warranty with said one year period, the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason of this warranty of fitness; and

(9) That this warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amount of One Million (\$1,000,000) Dollars for property damage and One Million (\$1,000,000) Dollars for personal injury as shown on the certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and

(10) That it is an express condition of this warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Stuart, Florida, or is attached hereto, as to such maintenance and operation instructions shall void this warranty as to that portion of the material; accordingly, the City of Stuart should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this warranty, the City of Stuart, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City; and

(11) That it is agreed and understood by the Contractor that the City of Stuart, Florida, is induced to enter the contract to which this warranty applied in reliance upon this warranty.

SIGNED, sealed and delivered on this _____, 20__.

(SEAL)

CONTRACTOR:

BY: _____

ATTEST:

Secretary
(Certificates of Insurance attached)

QUESTIONNAIRE FORM

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. All bids must contain a detailed Work Plan which specifically addresses questions #'s 5-8.

1. How many years has your organization been in business as a contractor?

2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)

3. Have you any similar work in progress at this time? Yes No

4. List contact information below for trained personnel, including Supervisor (to the City account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. (Please provide a contact name and telephone number radio, beepers, cellular phones etc.):

- _____
- _____
- _____
- _____

5. Have you personally inspected the proposed project site and have you a complete plan for its performance? Yes No

6. Will you sublet any part of this work? Yes No If so, give details:

7. List equipment available for the work.

8. Please list and attach the type/number of general contractor license(s) with water/wastewater experience.

**CITY OF STUART
SAFETY STANDARDS CERTIFICATION**

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: _____

FOR: _____

(Firm Name)

(Witness)

BY: _____

(Signature)

(Witness)

(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this ____ day of _____ 20____,

known to me, or identified as _____

in the City of _____, County of _____, State of _____.

Signed: _____ Notary Public

My Commission Expires: _____.

(Affix Seal)

TRENCH SAFETY

(Check one of the two boxes below)

TRENCH SAFETY DOES APPLY TO THIS PROJECT (Fill in the form below & include the price on the appropriate line of the Bid Schedule)

TRENCH SAFETY DOES NOT APPLY TO THIS PFOJECT (Ignore the form below)

Bidder acknowledges that included in the appropriate bid items of this proposal and the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs of such compliance to be summarized below:

TRENCH SAFETY MEASURE (Description)	UNITS OF MEASURE (LF/SF)	UNIT (Qty)	UNIT COST	EXTENDED COST
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			TOTAL:	\$ _____

If applicable, the Contractor certifies that all trench excavation done within his control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Subarticle 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

If applicable, failure to complete the above may result in the bid being declared non-responsive.

Date: _____ Signature: _____

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being duly sworn by me, affixed his/her
(Name of Individual Signing)

signature in the space provided above on this the _____ day of _____, 201_.

NOTARY PUBLIC

My Commission Expires: _____

SUBCONTRACTORS LIST
(Check one of the two boxes below)

- I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*
 I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project. The Bidder will make additions, deletions or substitutions **only with the permission of the City of Stuart and after sufficient prior written notification.**

1
Subcontractor Firm Name Address Telephone No.

2
Subcontractor Firm Name Address Telephone No.

3
Subcontractor Firm Name Address Telephone No.

4
Subcontractor Firm Name Address Telephone No.

5
Subcontractor Firm Name Address Telephone No.

6
Subcontractor Firm Name Address Telephone No.

7
Subcontractor Firm Name Address Telephone No.

8
Subcontractor Firm Name Address Telephone No.

9
Subcontractor Firm Name Address Telephone No.

10
Subcontractor Firm Name Address Telephone No.

(Use additional pages if necessary.)

EXPERIENCE OF BIDDER

The bidder shall complete the following blanks regarding experience in this particular project work. Bidder must demonstrate ability to deliver contracts of similar complexity, nature, and size of this project.

#1	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#2	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#3	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

Notary Public – State of Florida

Type of Identification _____

My Commission Expires: _____

SEAL OR STAMP

STATEMENT OF NO BID

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Company Name

Address Telephone Number

Typed Name and Title

Signature and Title Date

SECTION V
GENERAL CONSTRUCTION CONDITIONS

It is mutually agreed by the parties hereto that this contract is subject to the provisions of the Charter of the City of Stuart and of the provisions of the Constitution of Florida and of the several acts of the Legislature under which the City exists and of the ordinances and resolutions authorizing this improvement; that upon ten-days written notice the work under this contract may, without cost or claim against said City of Stuart, be suspended by the City Commission for cause; that upon complaint of any owner of any real estate to be assessed for this improvement, that this improvement is not being constructed in accordance with this contract, the City Commission shall consider the complaint and make such order in the premises as it may deem just, and the decision of the City Commission shall be final; that this contract is subject to the additional conditions and stipulations which follow.

All materials and workmanship shall be first class and nothing herein shall be construed as to relieve the Contractor from this responsibility.

1. THE CONTRACT: Except titles, subtitles, headings, running headlines, tables of contents and indices, the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

- The Notice to Bidders
- Statement of Work
- The Bid
- Acknowledgment of Bidders, Contractors and City Officials
- Questionnaire Forms
- The Instructions to Bidders
- Special Conditions
- General Conditions
- Specific Provisions
- The Contract
- Surety Bond
- The Performance Bond
- Final Receipt
- All addenda issued by the City prior to the receipt of bids
- All provisions required by law to be inserted in this Contract, whether actually inserted or not.
- Change Orders

2. DEFINITIONS: The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows, unless a different meaning is clear from the context:

"Owner" - Wherever the words "City Commission", "Owner", or pronoun in lieu thereof is used in this Contract, the same shall be considered as referring to and meaning the City Commission of the City of Stuart, Florida.

"Contractor" - shall mean the party of the second part hereto, whether corporation, firm, partnership, or individual, or any combination thereof, and its, their, or his successors, personal representatives,

executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract.

"City Engineer" or "Engineer" - Wherever the words, "City Engineer ", "Engineer" or a pronoun in lieu thereof is used in the Contract, the same shall be considered as referring to and meaning the City's Engineer of Record on this project; and/or the Public Works Director of the City of Stuart, Florida and his authorized agents.

"Inspector" - A representative of the City Public Works Director.

"Surety" - shall mean any corporation that executes, as surety, the Contractor's performance bond securing the performance of this Contract.

"The Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

"Contract Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor *by any one or more of the parts of the Contract* referred to in the Contract hereof except extra work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the City Purchasing Manager shall determine which shall prevail.

"Extra Work" - shall mean work other than that required either expressly or implied by the Contract in its present form.

"Bidding Documents" - Bidding documents shall include, but not be limited to, the following: Notice to Contractor, Instructions to Bidders, Proposal, Itemized Proposal Sheet, Special Conditions and/or Special Provisions.

"Final Acceptance" - shall mean acceptance of the work by the City Public Works Director as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

"Contract" or "Contract Documents" - shall mean each of the various parts of the contract referred to under the heading "The Contract", hereof, both as a whole or severally.

"Specifications" - shall mean any construction standards and/or specifications, issued by the office of the Public Works Director, City of Stuart, including any revision thereof.

"Addendum" or "Addenda" - shall mean the additional contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Notice" - shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

"Site" - shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Engineer.

"Subcontractor" - shall mean any person, firm or corporation other than employees of the Contractor, who or which contracts with the Contractor, to furnish, or actually furnishes labor or labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Directed", "Required", "Permitted", "Designated", "Ordered", "Prescribed", and words of like import shall imply, unless otherwise specifically provided, the direction, requirements, permission, designation, order or prescription of the Engineer and 'approved', 'acceptable', "Satisfactory", "In the judgment of", and words of like import shall mean, unless otherwise specifically provided, approved by or acceptable to, or satisfactory to, or in the judgment of the Engineer.

"Day" - shall mean calendar day.

"Change Order" - shall mean a written order issued by the Purchasing Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

3. APPLICATION OF SPECIFICATIONS: When issued, construction standards and specifications, from the office of the Public Works Director, City of Stuart, are grouped under several sections. Each of these sections is primarily a particular phase of construction and shall be applied where appropriate. In no way shall any section be restricted to that particular section, but shall be applied to and govern any and all construction that applies, specifically states, or requires the operation as outlined in the section.

4. REFERENCE TO STANDARDS: Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the City of Stuart standard specifications, the more restrictive shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.

Reference to a technical society, organization, or body may be made in the specifications by abbreviations, in accordance with the following list:

AASHO	for American Association of State Highway and Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers Association
AIEE	for American Institute of Electrical Engineers
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASA	for American Standards Association

ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
CIPRA	for Cast Iron Pipe Research Association
FED SPEC	for Federal Specifications
NAV SPEC	for Navy Department Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SBC	for City of Stuart Building Code
U.L. Inc.	for Underwriters' Laboratories, Inc.
DOT	for Department of Transportation
FSBH	for Florida State Board of Health
MCHD	for Martin County Health Department
SHBI	for Steel Heating Boiler Institute
AWPA	for American Wood Preservers Association
SoBC	for Southern Building Code
FPC	for Florida Pollution Control
EPA	for Environmental Protection Agency
CofS	City of Stuart code of ordinances, charter, regulations

When no reference is made to a code, standard or specification, the standard specifications for the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

5. START OF WORK AND TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work after receipt of order, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure its completion.

Contractor is advised that time is of the essence for each emergency response. Failure of the part of the Contractor to complete the work within the time specified may result in great loss and damage to the City. Because of the peculiar nature of such damage, it may be difficult to accurately ascertain and definitely determine the amount of said loss. Therefore, prior to the issuance of a notice to proceed, the Contractor shall meet with the City to determine that the work can be accomplished within the stated time.

6. EXTENSION OF TIME: The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever including a delay caused by the City or the Engineer, but such hindrances or delay may entitle him to an extension of time for completing the work. Said extension shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of detention; however, neither an extension of time for any reason beyond the date set herein, nor the

acceptance of any work subsequent to said date, shall be deemed a waiver by said party of the first part of the right to abrogate the contract for delay.

Any and all delays in construction, due to the Contractor's failure to submit the required data at the prescribed time, shall not be sufficient reason for any requests for any extra payment or extension of contract time for said delays.

7. CONTROL OF THE WORK: The Engineer, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Engineer. The Engineer and his authorized assistants shall, at all times, have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Engineer may desire respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor perform work in darkness ordinarily carried on in the daytime, he shall give ample notice to the Engineer so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Engineer, and no extra compensation shall be allowed the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Engineer, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or work during prohibited hours.

8. INSPECTION: No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.

9. OWNER'S RIGHT TO TERMINATE CONTRACT: If, in the sole opinion of the Owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if at any time the Owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the Contractor in writing, and if the Contractor shall not within ten (10) days thereafter take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction and completion of the work. The Owner may otherwise notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The owner may thereupon advertise and let a Contract for the uncompleted work, and charge cost thereof to Contractor upon this Contract. Any excess of cost arising there from over and above original contract price shall be charged against the original Contractor and his surety or sureties who shall be liable therefore.

If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Engineer relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to re-let a Contract for the unfinished work. Such annulment shall not entitle the Contractor to any claim for damage on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

10. SUSPENSION OF WORK DUE TO WEATHER: During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

11. CONTRACTOR'S UNDERSTANDING: The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

12. CONTRACTOR'S RESPONSIBILITY: The Contractor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work, and properly repairs any damage done from any cause whatsoever.

13. SUPERINTENDENCE: The Contractor shall provide a qualified superintendent to remain on the job site at all times when work is being performed. In the event the superintendent will not be present for any period of time during contract work the Contractor shall provide 48 hour notice in writing to the City, including the appointment of a qualified replacement superintendent who will be present during the construction.

14. EMPLOYEES: None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses or neglects to obey the instructions of the Engineer in anything relating to this work, or who appears to the Engineer to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of said Engineer, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the contract and re-let the work.

15. SUBCONTRACTOR: The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Manager. *A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Manager and approved by the Owner.* In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

16. AGREEMENTS WITH PROPERTY OWNERS: The Contractor will not use or store any materials on public or private property without written permission of the Owner. The City shall require from the Contractor a written copy of any and all agreements made between the Contractor and any private property owners regarding the use or storage of materials on their property.

17. BASIS OF PAYMENT: The price for each item shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all above and underground obstructions not specifically named herein replacing in a manner satisfactory to the Engineer any or all of the above items which may be damaged beyond repair as a result of work under this contract; performing the work necessary to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.

18. PAYMENTS: If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the Owner has reason to suspect the same, the Owner may withhold such balance, and, upon written evidence satisfactory to the owner as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.

On or before the 25th day of the month in which the Contractor desires a partial payment, he shall submit an estimate for partial payment to the Engineer of Record. The partial payment estimate may be for the total value of all work completed to date, and may also include authorized change orders. A partial release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany each partial payment estimate as a condition of payment. Payment of any undisputed sums will be made within 20 calendar days of submission of a pay request if it does not need to be reviewed and approved by the Engineer or Architect. If it must be reviewed and approved by an Architect or Engineer payment of any undisputed sums the pay request will be paid within 25 calendar days.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

The City shall retain a portion of each partial payment according to the following schedule:

PERCENTAGE RETAINED FROM PARTIAL PAYMENT TO CONTRACTORS:

<u>Percentage of Work Completed</u>	<u>Percentage Retained by City</u>
0% to 50% Completion	10% of any moneys due Contractor
51% to 100% Completion	5% of any moneys due Contractor (at the sole discretion of the City)

The Owner/ Engineer shall review all estimates as submitted prior to making final payment shall adjust any discrepancy. The Engineer/Owner further reserves the right in the sole discretion of the Engineer/Owner to increase or decrease the percentage retained by the City in the event the job conditions warrant such action.

19. PURCHASING CARD PROGRAM: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

20. FINAL PAYMENT: When all work embraced in this contract shall have been fully completed, agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Owner shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. In making this final estimate neither the Owner nor the Contractor shall be stopped by the monthly estimates as aforesaid. From the sum total so found shall be deducted firstly all previous payments made to the Contractor, and secondly, all damages and proper charges under this agreement. The Contractor shall execute a final receipt and release on the forms provided by the Owner, making the final settlement and payment as aforesaid. A final release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany the final payment estimate as a condition of payment.

Before final payment, a final inspection shall be held attended by the Contractor, the Owner, and the Architect/Engineer. All work shall be completed and accepted by the Owner/Engineer before the final payment will be made.

Before final settlement and payment is made under the terms of this Contract, such final settlement may, at the sole discretion of the Owner, be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper published in the City of Stuart and the City may withhold from all payments to the Contractor sufficient funds to insure payment of all claims files.

21. QUANTITIES: It is mutually agreed that the statement of work shows the approximate amounts only, and the plans, the general location; that no change will be made involving any departure from the general scheme of the work; that no such change involving material change in cost, either to the Owner or Contractor, shall be made, except upon written permission of the Owner; however, the Engineer shall have the right to make minor alterations in the line, grade, plan, form or materials of the work herein contemplated at any time before the completion of the same; that if such alterations shall diminish the quantity of the work to be done, such alterations shall not constitute a claim for damages or anticipated profits: that if such alterations increase the amount of the work to be done, such increase shall be paid for according to the quantity actually performed and at the price or prices stipulated therefore in the contract.

The owner shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions relative to the execution of the same and such estimates and decisions; shall be final and binding.

Any work not herein specified which may be fairly implied as included in the contract, of which the Owner shall judge, shall be done by the Contractor without extra charge.

22. EXTRA WORK: The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an

executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be in compliance with the following:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:
 - 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
 - 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
 - 3) For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
 - 4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

23. OMITTED WORK: The City may, at any time, by a written order and without notice to the sureties, require the omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executed change order. All work so ordered must be omitted by the Contractor. The amount by which the contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. By the appropriate lump sum price set forth in the contract; or
- C. By the reasonable and fair estimated cost of such omitted work as determined by the Engineer and approved by the City Commission.

24. DISPUTED WORK: If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. Final determination and decisions in case any question shall arise shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been determined.

25. LIABLE: The City of Stuart shall not be held liable for any damages or extras to either the general contractor on this project or utilities, should said damages or extras occur through neglect, failure or delay of the general contractor on this project, or improvement, to coordinate his work with others.

26. PROTECTION OF PUBLIC: The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. The Contractor shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; shall place sufficient warning lights at or near the work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, telegraph, light or power poles, water mains, conduits, pipes or drains or other construction either public or private in or on the streets or alleys, the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the work of constructing the various items in this improvement shall proceed in an orderly, systematic and progressive manner.

27. ROYALTIES AND PATENTS: All fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this work or appurtenances are hereby included in the prices stipulated in this contract for said work; the Contractor hereby expressly binds himself or itself to indemnify and save harmless the said City of Stuart from all such claims and fees and from any and all suits and action of every name and description that may be brought against said City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm or corporation.

28. INSURANCE: The Successful bidder shall not commence any work in connection with this agreement until it has obtained all of the types of insurance detailed in SECTION VI and such insurance has been approved by the City, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be with insurers qualified and doing business in the State of Florida.

29. INDEMNITY; The said party of the second part hereby binds himself or itself to indemnify and save harmless the Owner from or on account of any injuries or damages, received or sustained by the party of the first part or any person or persons during or on account of the construction of this work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act of omission of the said party of the second part or his or its agents, servants or employees. Said indemnity to be covered by and limited to the amount of Comprehensive General Liability Insurance set forth under the heading Public Liability Insurance.

In case of injury to persons, animals or property by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals, or by reason of any negligence of any Contractor, subcontractor, or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the Owner may, through its officials, withhold such payments, so long as may seem necessary for the indemnity of the Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as above set forth.

30. INSURANCE COVERING SPECIAL HAZARDS: The successful bidder is required to have an emergency action plan in place to mitigate any exposure caused by windstorms, flood or other weather related occurrences. The successful bidder is responsible for securing and/or removing temporary devices and securing the construction site.

The Contractor will make sure the City has an up to date emergency list for the Contractor's personnel and the City will provide the Contractor with a list of appropriate City emergency personnel.

31. CONTINGENT LIABILITY: The above policies for public liability insurance must be so written as to include contingent liability insurance to protect the Contractor against claims arising from the operations of subcontractors.

32. PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

33. SANITARY REGULATIONS: Necessary sanitary conveniences, for the use of laborers on the work, shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Engineer, and shall obey and enforce such sanitary regulations and take such precautions against infectious diseases, as the Engineer may deem necessary. Should any infectious diseases occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

34. SHANTIES: Should the Contractor build shanties or other structures for housing personnel, tools, machinery and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

35. PROTECTION OF WORK AND MATERIALS: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

36. COPIES FURNISHED TO CONTRACTOR: After the contract has been executed, the Contractor will be furnished with a full set of contract documents. The Contractor shall furnish each of the subcontractors, manufacturers and materialmen such copies of the contract documents as may be required for his work.

37. INTERPRETATION OF PLANS AND SPECIFICATIONS: The Engineer shall decide all questions concerning the interpretation of the plans and specifications pertaining to the character, quality, amount and value of any work done and materials furnished under or by reason of this contract, and his estimate and decisions shall be final and conclusive. All questions regarding issues arising from the work herein not specifically addressed elsewhere in these documents shall be interpreted by the Engineer in his sole discretion and his decisions shall be final and conclusive.

38. CONTRACTOR TO CHECK PLANS AND DATA: The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omissions be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

39. MATERIALS AND MANUFACTURED ARTICLES: In general, wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded merely as a standard. If two or more brands, makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device or equipment which, in the opinion of the engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted.

All material and workmanship shall in every respect, be in accordance with what, in the opinion of the engineer, is in conformity with approved modern practice.

Wherever the plans, specifications, or other contract documents, or the directions of the engineer admit of doubt as to what is permissible and/or fail to note the quality of any work that interpretation will be made by the engineer, which is in accordance with approved modern practice, to meet the particular requirements of the contract.

In all cases new materials shall be used, unless this provision - is waived by notice from the owner or the engineer in writing.

In certain specific instances, however, as may be listed and described in the Special Conditions contained herein, materials, manufactured articles, devices or equipment are deemed most suitable for the service anticipated. This is not done, however, to eliminate others equally as good and efficient. The contractor shall prepare his bid on the basis of the particular equipment and materials specified for the purpose of determining the low bid. The awarding of the contract will constitute a contractual obligation to furnish the specified equipment and materials unless the contractor desires to follow the following procedure:

After the execution of the contract, substitution of equipment of makes other than those named in the contract will be considered for two reasons only.

- 1. That the equipment proposed for substitution is superior in construction and/or efficiency to that named in the contract.
- 2. That the equipment proposed for substitution is equal in construction and/or efficiency to that named in the contract.

In either case, it will be assumed that the cost to the Contractor of the equipment proposed to be substituted is less than the equipment named in the contract and if the substitution is approved the contract price shall be reduced a corresponding amount.

To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies or equipment company's quotations to the Contractor covering the original equipment and also equipment proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the savings in cost involved in any substitution. In all cases the burden of proof that the equipment offered for substitution is equal or superior in construction and/or efficiency to that named in the contract shall rest on the Contractor, and unless the proof is satisfactory to the Owner, the substitution will not be approved. Requests for substitution on the grounds that better delivery can be obtained on the equipment proposed for substitution will not be approved for it will be considered that the Contractor in his proposal has named equipment on which he has received proposals from equipment manufacturers giving a delivery time which will permit completion of the project within the contract time. Requests for substitution of equipment, which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that so named in the contract will not be approved.

In the event the Contractor obtains the Engineer's approval on equipment other than that which is shown on the plans and specified herein, the Contractor shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

40. SAFEGUARDING MARKS: The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the work and, if required, shall bear the cost of having them re-established by a licensed surveyor is disturbed or destroyed during the course of construction.

41. EXISTING UTILITY SERVICE: All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

42. SALES TAX ON PUBLIC WORKS CONSTRUCTION CONTRACTS: The Contractor shall familiarize himself with Florida law on sales tax and comply with the regulations set forth therein.

43. CALENDAR DAY: A calendar day is defined as any calendar day including Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, and all City, State, and Federal recognized holidays. All work performed during a calendar day shall be in accordance with the appropriate Section of the Code of Ordinances of the City of Stuart.

44. REGULATIONS: These specifications will not relieve the Contractor from adhering to requirements or regulations of any regulatory agency.

45. TESTING: All testing will be directed by the Contractor unless otherwise specifically stated in the plans or specifications all tests will be done by a laboratory approved by the City's Project Manager and the expenses will be paid by the Contractor.

The Contractor will be required, at his expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including all laboratory fees when the results of these tests have failed to meet the minimum standards within the specified tolerances set forth in the specifications. The Contractor may, at his option, be billed directly by the laboratory for these expenses or have the amount deducted from his final payment upon the completion of the contract.

All tests required, whether done by the City's or the Contractor's laboratory will be provided to the Engineer or his designated representative at the time and place of his choosing in his sole discretion.

46. LOCATING UNDERGROUND UTILITIES: In accordance with Florida law the Contractor will call the *Florida One Call* or other appropriate designated agency 48 hours prior to any ditching, trenching or digging in any areas of the project in order to have telephone, cable television, telegraph, light or power poles, water mains, conduits, pipes or drains or other underground utilities either public or private in or on the streets or alleys. All work on this project shall be conducted so that no interruption or delay will be caused in the operation or use of these utilities. When disruptions of utility services are unavoidable, necessary and planned for, proper written notice shall be given to all affected or likely to be affected citizens, at least 24 hours in advance, so that they are afforded the opportunity to make suitable arrangements to compensate for the service disruption.

In addition to the above, the contractor will initiating work, in or immediately adjacent to the Florida East Coast Railway right of way, prior to contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.

47. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: If, during construction, the Contractor causes any damage or aggravates an existing condition on public or private property, he shall be held responsible for complete replacement of those items in question.

If any of the items below are disturbed or any damage done to existing structures, pavement, meter posts, driveways, markers, street and traffic signs, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, traffic and street light standards and foundations, roof drains, benches, meter boxes, striping, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired in a manner satisfactory to the Engineer.

48. HURRICANE AND STORM WARNINGS: The Contractor may be required to remove all materials from the job site or provide safe storage for the same, that may be blown about or become a hazard during a hurricane or windstorm. Contractor shall also take necessary precautions to remove bullheads, dams or other structures blocking drains in the event of flooding conditions.

This paragraph may supersede due to the emergency nature of this solicitation, the Contractor may adhere to emergency procurement procedures in the event of a hurricane and storm warning. Extra pay may be allowed for this work.

49. DUST PREVENTION: The Contractor shall, by means of a water spray, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or work in an incomplete stage. All costs of this work shall be included in cost of other parts of the work.

50. PLACING BARRICADES AND WARNING LIGHTS: The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular, and pedestrian traffic. Should the Contractor fail to erect or maintain same etc., the Engineer may, after 24 hour notice to the Contractor, proceed to have such placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any moneys due, or to become due, to the Contractor.

51. POWER/UTILITIES: The Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by Owner.

52. ACCESSIBILITY STANDARDS: In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

53. RECORD DRAWINGS: Toward the end of the project prior to requesting the substantial completion walkthrough the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of record drawings for review and approval:

A. Three blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

At the completion of the project, including punch list items and prior to submitting an application for final payment, the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of final record drawings for review and approval:

B. Eight blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.

C. One digital copy of the record drawings in "AutoCAD" format version 2004 or earlier and adobe acrobat (PDF).

The Engineer may require the Contractor to submit additional signed and sealed copies of record drawings at any time in the process for review or use by the Owner and Engineer and the Contractor will provide additional signed and sealed copies as requested at no additional expense to the Owner or Engineer.

All engineering record drawings shall be signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida. All digital record information files must be in State Plane Coordinates: (NAD 83/90).

The Contractor is responsible for providing all construction staking, as needed, to accurately complete the project.

54. ADDITIONAL REQUIREMENTS: The successful bidder is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

**SECTION VI
INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE**

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A hold harmless/indemnification clause which have been drafted by legal counsel should be included in your agreements and must comply with the provisions of F.S. 725.06 (construction contracts) and F.S. 725.08 (design professional contracts). To assure the indemnitor has the financial resources to respond to its obligation to indemnify, adequate insurance should be required to respond to the contractually assumed liabilities including proper additional insured endorsements.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability Insurance, including contractual liability, to cover the Hold Harmless agreement set forth herein, with limits of not less than:

- Each Occurrence \$1,000,000
- Personal/Advertising Injury \$1,000,000
- Products/Completed Operations Aggregate \$2,000,000
- General Aggregate \$2,000,000
- Fire Damage \$100,000 Any 1 Fire
- Medical Expense \$10,000 Any 1 Person

An Additional Insured endorsement **MUST** be attached to the Certificate of Insurance and **MUST** include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. There should be

no exclusion for fellow employees, cross liability or insured vs. insured. Contractual liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO Form Separation of Insureds clause. There shall not be a “damage to your work” exclusion in the policy. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. A “limited pollution liability extension endorsement” may be attached. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire.

2. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

3. Worker’s Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

4. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

5. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Procurement and Contracting Services Division. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal.
- C. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City’s Risk Manager.

SECTION VII

SCOPE OF WORK

1. SCOPE OF WORK: It is the City of Stuart's intent to secure a qualified contractor(s) to provide all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for declared emergency water and wastewater repairs. The work consists of furnishing all labor, material, equipment and sub-contractors for various potable water and wastewater, including reclaimed water, system improvements at various locations and as specified in City of Stuart. This work may also include above ground piping at plants. The work may also include afterhours work and emergency type work as defined. All work shall conform and follow the City Utility Standards and Specifications Manual. All products used shall be taken from the City's Products List where applicable.

2. SERVICING PROCEDURES: All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of the City Project Manager. Any additional service considered necessary by the Contractor shall be authorized by the City prior to the commencement of the service. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option for repair work. All work to be performed, in the best workmanlike manner, as known to the trade.

The City will contact the Contractor to advise of emergency repair services needed. At no cost to the City, the Contractor shall meet with the City representative at the site where work is needed to determine the type of work to be performed. Contractor shall submit a written estimate. This estimate shall include a total firm cost to the City itemized as follows; labor hours, equipment, a brief description of the repair work to be done, location of work, including the project manager.

All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's overhead. There shall be no charges to and from the City work sites. The City will pay a minimum 1-hour of service for repairs performed. Contractor shall round to the ½ hour for all work performed in excess of an hourly increment.

Upon completion of services, the City reserves the right to request the Contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their estimate. The estimate shall be signed by the Supervisor and submitted to the City Project Manager or designee within 24 hours of performing the inspection. Estimates are to be emailed or faxed to the City Project Manager or designee. Email or fax information will be provided at the time the project quote is requested. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested on the qualifications questionnaire and must be approved by the City.

If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the City Project Manager or designee.

3. RESPONSE TIMES: Also include labor rate during normal working hours (standard hourly rate) and a maximum response time; and services rendered after working hours (overtime hourly rate).

The required response time for an emergency repair is to be at the designated site within two (2) hours for the initial review of the situation. The written estimate (based on the unit prices) for the required work will be due by noon the following day. The emergency work shall begin immediately.

Overtime Hours: Overtime will be based on routine rate at time and one half (1-1/2). Overtime hours shall be from 5:01pm to 6:59am Monday through Friday, weekends, City observed holidays, and must be approved by the Project Manager prior to commencement of work actually being performed. Failure to obtain prior approval may result in all work being paid at routine rates.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

4. ADDITIONAL SERVICES: Any additional service considered necessary by the Contractor shall be authorized by the City prior to the commencement of the service. Failure to obtain written approval on a quotation may result in non-payment. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option for **work**.

5. PRICING AND INVOICING: The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term may be grounds for contract termination. Payment will be paid upon completion and acceptance of the work, net 30 days.

Each service call shall be invoiced separately. The invoice shall reflect the hourly labor rate and number of hours on-site and a separate itemized listing of the materials. For invoices involving materials, copies of list price/catalog shall be submitted for verification to the City Project Manager or designee, unless provided at time of quote. Failure to supply copies of invoices may result in contract cancellation.

Materials will be provided to the City at ten percent (10%) mark up cost. The City reserves the right to audit and request invoices for cost of materials. Contractor may offer quantity discounts and reduction of mark-up at their discretion.

6. SAMPLE FORMS: The City is hereby requesting sample(s) of the Estimate/Quote for services.



**SECTION VIII
CITY OF STUART
SAMPLE UNIT PRICE CONTRACT**

**PROJECT: ITB #2016-306 EMERGENCY WATER & WASTEWATER
REPAIR SERVICES**

CONTRACTOR: TBD

UNIT PRICE AGREEMENT

THIS UNIT PRICE AGREEMENT, hereinafter "Agreement," made this ____ day of _____, 2016, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the "CITY", and _____, hereinafter called the "CONTRACTOR."

WITNESSETH:

1. DESCRIPTION OF WORK

It is agreed that the work to be done under this Agreement is described in the contract documents listed in "**Exhibits A & B**" attached hereto. A copy of these documents is on file in the Office of the Public Works Director as a public record. Any conflict between the terms and conditions of the documents and the terms and conditions of this Agreement, shall be interpreted in favor of this Agreement.

2. PROJECT MANAGER

The Project Manager for the City is the Public Works Director unless a designee is appointed in which the identity of the designee shall be provided to the CONTRACTOR in writing.

The Project Manager for the Contractor is

3. TIME OF PERFORMANCE

The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Agreement. Should the organization of the Contractor, or its management, or the manner of carrying on the work be inadequate to do the work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned

within the required time and to charge the cost of all such work against the Contractor and the Contractor and the Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Agreement unless the City authorizes such payment in writing.

The City has established an allowable Agreement duration in terms of calendar days sufficient to complete the Work covered by the Agreement. By execution of the Agreement, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Agreement duration. If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

4. CONTRACT PAYMENT

The City shall pay the Contractor for the performance of this Agreement and satisfactory completion of the project in accordance with the unit prices as specified in "**Exhibit B**" not to exceed \$_____ without prior written authorization from the Project Manager of the City. Monthly partial payments requests based on the amount of work completed shall be allowed, and will be made within thirty (30) days after the work being billed is accepted by the Project Manager of the City.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

5. CONTRACT TERM

At all times during the term of the contract, the Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

This contract shall be awarded for an initial term of one (1) year subsequent to approval by the Procurement Manager. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same.

Extension of the contract for additional thirty (30) day periods, not to exceed six months, for the convenience of either party shall be permissible at the mutual consent of both parties.

The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the City of Stuart with no change in terms or

conditions. Performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be documented and submitted for approval by the City of Stuart at least 90 days prior to renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

6. AUDIT

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

7. GUARANTEE

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

8. CONTRACTOR RESPONSIBILITY

8.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

8.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

9. INDEMNIFICATION

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

10. INSPECTION

The project will be inspected by the Engineer of Record (EOR) and the Public Works Inspector for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection at least two (2) calendar days prior, which shall be stated in such notice.

11. INSURANCE

11.1 Requirements.

Contractor shall procure and maintain insurance, as specified in Section VI of the ITB and included in “**Exhibit C**” of this Contract, for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The City shall be named as an “additional insured” and be provided thirty (30) days written notice of cancellation, non-renewal or substantial coverage revision. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in “**Exhibit C**” attached hereto.

12. GENERAL PROVISIONS

12.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

12.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the

City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

12.3 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

12.4 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

12.5 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

12.6 Contract Amendment

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period

12.7 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

12.8 Non-Exclusive Contract

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

13. DEFAULT / TERMINATION

13.1 Termination for Convenience

The City upon a thirty (30) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

13.2 Termination for Cause

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 13.2., it is determined for any reason that the Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 13.1 of this contract which allows the City to terminate the Contractor for convenience.

13.3 Performance Evaluation

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

14. PUBLIC RECORDS ACT: *Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action*

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

The successful bidder must be in compliance with F.S. 119.07 Public records act Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

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

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

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

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

15. EXHIBITS INCLUDED IN AGREEMENT

- Exhibit A** "ITB as submitted by Contractor and accepted by the City"
- Exhibit B** "Original ITB as issued by the City, including all addenda"
- Exhibit C** "Insurance and Indemnification"
- Exhibit D** "Payment and Performance Bond with Power of Attorney"

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

PAUL NICOLETTI
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

BY: _____

(Print)

SECTION IX

BIDDERS 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.

Is Bid envelope marked accordingly?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt & IRS W-9 submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty is in compliance with bid requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is bid submitted (one original, two copies)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is 10% Bid Bond included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are all Forms completed, signed (if required), and enclosed? <ul style="list-style-type: none"> o Bid Form o Bid Schedule o Warranties o Safety Standards Certification o Trench Form o Questionnaire o Subcontractors List o Public Entity Crimes o Minority Business Enterprise Participation 	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Company Name _____

EXHIBIT C

“INSURANCE & INDEMNIFICATION”

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
Where Required By Written Contract	Where Required By Written Contract
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.