



City of St. Pete Beach Request for Bids (RFB)

Lift Station 13 Rehabilitation

DEADLINE:

All Bids are due by September 21, 2018 at 10:00 AM.

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I. CONTRACTOR’S BID SUBMITTAL

The company that is submitting a bid (“Bidder”) declares that it has extensive experience in Lift Station Rehabilitation.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Agreement to be entered into; that this Bid or Agreement is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the Plans and Specifications for the work and Agreement Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for “**Lift Station 13 Rehabilitation**” in St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Plans, Specifications, and Agreement Documents, to the full and entire satisfaction of the City of St. Pete Beach, Florida.

The Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach’s project: “**Lift Station 13 Rehabilitation**”.

COMPANY: _____

DATE: _____

ADDRESS: _____

PHONE: _____

BIDDER: _____

(SIGNATURE)

NAME: _____

(PRINT NAME & TITLE)

SUBMIT BID ITEMIZATION WITH PROPOSAL TO:

**OFFICE OF THE CITY CLERK
CITY OF ST. PETE BEACH
155 COREY AVENUE
ST. PETE BEACH, FLORIDA 33706**

II. BID SCHEDULE

Prepared By:


BID FORM ST. PETE BEACH LIFT STATION 13					
No.	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT
13-1	Mobilization	1	LS		
13-2	By-Pass Pumping	1	LS		
13-3	As-Builts	1	LS		
13-4	Maintenance of Traffic	1	LS		
13-5	O&M Manual	1	LS		
SUBTOTAL					
I. LIFT STATION 13					
13-6	Demolish Valve Vault, Concrete Slab, Electrical Equipment, Control Panel, Antenna, and Lift Station Piping System including Pumps, Valves and Associated Appurtenances	1	LS		
13-7	Pavement Repair and Road Restoration (Sub-Base, Base, and Asphalt)	28	SY		
13-8	Drop Curb	40	LF		
13-9	Site Restoration and Landscaping	1	LS		
13-10	10" PVC SDR 26 Pipe, Installation, & Connection	35	LF		
13-11	Submersible Pumps and Controls including Pressure Transducer, Guide Rails, Brackets, and Floats	1	LS		
13-12	Mechanical Piping and Improvements including all Fittings, Valves, Supports, Camlock, and Pressure gauge	1	LS		
13-13	Install Reclaim Water Line Service and Hose Bib	1	LS		
13-14	Cementitious Rehabilitation	1	LS		
13-15	Wet Well Top Slab with Aluminum Hatch Assembly	1	LS		
13-16	Valve Vault with Aluminum Hatch Assembly	1	LS		
13-17	Electrical and I&C	1	LS		
SUBTOTAL					
TOTAL					

III. GENERAL CONTRACT DOCUMENTS

REQUEST FOR BID

Lift Station 13 Rehabilitation.

LOCATIONS

The City of St. Pete Beach is soliciting bids from qualified Underground Contractors (Certified in Florida) for Lift Station 13 Rehabilitation Contract at 401 55th Avenue in the City of St. Pete Beach.

BID SUBMITTALS

Bid documents must include a signed/notarized Contractor's Bid Submittal, Itemized Bid Schedule, Project Schedule, References, Contractor's License, Insurance Certificates, Acknowledgement of Addenda, Bidder's Checklist, and Contractors Education & Training. Any major sub-contractor that will be hired by the contractor for this project must also submit references, contractor's license and insurance certificates. Bidders must submit one original and one copy of all bid documents, as well as an electronic copy on a USB Flash Drive.

BIDDER INFORMATION

All prospective bidders must contact the City Engineer, via e-mail (bwarnner@stpetebeach.org), with their intention to bid, along with their company name and contact information at least ten (10) days prior to the bid submittal deadline. Attending the Pre-Bid Meeting, if a meeting is held, shall be considered as notification of intention to bid. The City shall not be held responsible for any information that is not received due to non-submittal of the intention to bid and associated contact information. Please refer back to the City Projects page on the City's website (<http://www.stpetebeach.org/news-and-links/city-projects.html>) for additional project documents and information as it becomes available.

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on August 27, 2018 at 10:00 AM. Meeting will be held at 7581 Boca Ciega Drive, St. Pete Beach, FL 33706.

BID PACKAGES

Sealed bids will be accepted by the City until 10:00 AM, September 21, 2018 (Deadline). No bids shall be accepted by the City after this deadline – NO EXCEPTIONS. Bid Packages must be delivered to and stamped in at the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida, 33706. Sealed bids received before the deadline will be publicly opened and read immediately. All Bidders are invited to attend this bid opening, held in the City of St. Pete Beach Commission Chamber at 155 Corey Avenue, St. Pete Beach, FL 33706. Once again, bid packages received after the deadline will not be accepted.

Bids should be addressed to:

Office of the City Clerk
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

Clearly marked as: **"Lift Station 13 Rehabilitation"**

CITY CONTACT INFORMATION

Brett E. Warner, PE
Mailing Address: 155 Corey Avenue
Office Address: 7581 Boca Ciega Drive
St. Pete Beach, Florida 33706
Office - (727) 363-9254
E-mail – bwarnner@stpetebeach.org

SCOPE OF WORK

The Contractor shall furnish all labor, material, equipment and incidentals necessary for the rehabilitation of Lift Station 13, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, instrumentation, and gravity main piping.

The work shall also include furnishing all labor, material, and equipment necessary for site restoration including but not limited to fill replacement, grading, roadway, and sidewalk replacement.

Access to the Work sites shall be over streets, and walkways. Any damage to existing pavement surface and base or other surface improvements outside the Contract Pay Limits, attributable to the Contractor's activities, shall be restored to like-new condition by the Contractor at the Contractor's expense.

DETAILED SPECIFICATIONS

- Refer to the Project Plans and Specifications from Kimley Horn, dated April 2018, included in section XI of this RFB.
- Site and surrounding area must be free of construction debris upon completion.
- Barricades, cones, and traffic control activities are the responsibility of the Contractor.
- Contractor is responsible for all utility locates through Sunshine One-Call.
- Contractor is responsible for field measurement and review of existing conditions.
- All work to be completed within the project limits or City Right-Of-Way.
- All work is to be done Monday through Friday unless approved by the City Manager.
- Equipment left on site must be approved by the City Engineer.
- Contractor will coordinate scheduling of work with the City Engineer.
- Contractor is responsible for all cut and patch within the project limits as directed in the Project Plans and Specifications included in section XI. Any disturbed areas not specified are to be patched back equal to or better than the existing.
- Contractor is responsible for all Stormwater BMPs. As per DEP's requirements for MS4's, please provide proof of Site Operator Training based on DEP's Stormwater, Erosion, and Sediment Inspector Training Class.

ADDITIONAL WORK DETAILS

Bidders wishing to bid on this project must be licensed, bondable and insured in accordance to the requirements of this Request for Bids package. Contractors and sub-contractors must be certified, registered and/or licensed by the proper construction licensing boards for the work being performed.

The contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Proposal must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Agreement Documents to attention of the City of St Pete Beach Public Works Department at least ten (10) days

prior to the bid submittal deadline. Clarification of intent of Agreement Documents, if necessary, shall be made available to bidders in the form of an Addendum. Failure to request clarification of interpretation of Agreement Documents shall not relieve bidders of their responsibilities to perform the work.

The City of St. Pete Beach reserves the right to reject any or all proposals or parts of proposals or accept any proposal or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City of St. Pete Beach also retains the right of selecting separate contractors for any particular bid item.

Contractor is responsible for field measurement and review of existing conditions. All work to be completed within the project limits or City Right-Of-Way. All work is to be done Monday through Friday unless approved by the City Manager or designee. Equipment left on site must be approved by the City Manager or designee. Contractor will coordinate scheduling of work with the City Manager or designee. Barricades, cones, and/or traffic control activities are the responsibility of the Contractor. Contractor is to maintain all applicable Pinellas County and State of Florida licenses and certifications.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the execution of all services listed in the Contractor's Bid Schedule attached hereto and in strict accordance with any Plans, Specifications, and Requirements of the City of St. Pete Beach.

BEGINNING DATE

The Contractor shall, within ten (10) calendar days after receipt of the Notice of Award and before commencement of any operations hereunder, execute the Agreement. Additionally, the Contractor shall, within twenty (20) calendar days after receipt of the Notice of Award, provide all required documentation to the City. **The Contractor must commence construction activities within thirty (30) calendar days of Agreement execution.** Any change to the start date or the work schedule included with this bid must be submitted in writing to and approved by the City Manager or designee.

Work shall not be performed on Saturdays, Sundays and all legal or City designated holidays, except for special operations that may be necessary in order to maintain, check, or protect work already performed. Work may be permitted on weekends or holidays with approval from the City Manager or designee. No work shall be done at night without prior approval of the City Manager or designee.

COMPLETION DATE

All work to be performed as outlined in this contract shall be completed prior to March 8, 2019.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project. Investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Project Manager or their designee for changes or alterations before proceeding.

ASSURANCES

The responding Bidder shall provide a statement of assurance that the Contractor is not presently in violations of any statutes or regulatory rules that might have an impact on the Contractor's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with traffic control and maintenance during the project. Contractor shall be provided with a staging area but will be required to control the area with fencing or barricades.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Contract or any part thereof or any interest there in without consent in writing of the City and the contractor’s Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor’s Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE PAYMENT BOND

Contractor shall furnish the City with a performance and payment bond in a sum equal to the amount of the Contract price; conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract. The Contractor shall execute such bond and a corporate bonding company licensed to transact such business in the State of Florida and acceptable to the City.

The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed and liquidated damages in the amount of Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with Extra Work and Charges and Payments for Work Completed of this Contract.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directive. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him/her to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify his/her Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a

change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the Project Manager. Each such written notice shall be delivered promptly, and in any event no later than fifteen (15) days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) days prior to the date of delivery of the written notice, and shall be deemed to have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) days of the request unless a longer time period is allowed by the City Manager.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager within fifteen (15) days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be

determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

Allowable labor costs shall be limited to craft labor (including foremen) in the direct employ of the Contractor (or Subcontractor) assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved in the Change Order or Claim.

When determining actual payroll costs, daily time sheets certified by the Contractor and verified by the City Manager along with certified payroll records shall be the valid records.

- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category indicating, the applicable unit rates (i.e., \$'s per hour, \$'s per day etc.) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the City Manager within fifteen (15) days of the occurrence of the event

giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

CITY'S RIGHT TO DIRECT PURCHASE

The City has reserved the right to purchase certain items and materials for this project directly in an effort to save applicable sales tax in compliance with Florida Law.

The City will issue purchase orders directly to the vendors supplying the equipment being directly purchased by the City for this project. Each Purchase Order will be accompanied by the City's Certificate of Exemption and a Certificate of Entitlement. All vendor invoices be issued directly to the City of St. Pete Beach and the City will issue payment directly to each direct purchase vendor from City funds. The City will take title to the equipment at time of delivery from the vendor and will issue a separate Certificate of Entitlement for each purchase order.

The Contractor shall assist the City with receipt of materials furnished by the City in accordance with these Special Provisions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, providing and obtaining all warranties and guarantees required by the Contract Documents, assist with inspection of the goods at the time of delivery and notify the City immediately of any deficiencies noted. It is understood that the owner assumes the risk of damage or loss during the time that the building materials are physically stored at the job site prior to their installation or incorporation into the project. The Contractor shall coordinate with the City regarding the delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished.

As City Furnished Materials are delivered to the job site and accepted by the City, the City shall notify the Contractor who will assist the City to visually inspect all shipments from the suppliers. The City will approve the vendor's invoice for material delivered upon adequate inspection and recommendation of the Contractor. The City shall assure that each delivery of City Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made and Contract Documents including but not limited to Contract, Plans, Specifications, and approved Shop Drawings. This documentation may consist of a delivery ticket, bill of lading and an invoice from the supplier conforming to the Purchase Order together with such additional information as the City may deem necessary.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by him under the conditions of this Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid. Such

payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies, the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another Contractor.
- f. Failure of the Contractor to keep his/her work progressing in accordance with his/her time schedule.

FINAL ESTIMATES

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor including said retained percentage but the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor. Before the approval of the final estimate, the Contractor shall submit evidence satisfactory to the City that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in this Contract shall be the City of St. Pete Beach or its duly authorized representative. The City Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner. If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF SPECIFICATIONS

The Contractor shall keep on the job a copy of the Specifications and shall at all times give the City Manager or designee access thereto. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Specifications, but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications, the latter shall govern. Detailed Specifications inserted elsewhere in these specifications govern the work to be done on this project only.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall strictly comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder. Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "...Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach, Planning & Development Department. The City shall charge the sum of fifteen dollars (\$15) for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for him/her and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed. The State of Florida prevailing wage law requires that the Contractor shall fully comply with all provisions contained in Section 215.19, "Schedule of Prevailing Wage Rates for Specified Public Construction." The wage rates set forth by such determination shall apply to this project.

LIABILITY INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without twenty (20) days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor or hired by the Contractor.

The successful Contractor supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by

the contractor or third party under the direction or control of the contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

- Commercial Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence. Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Builder's Risk Insurance

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his/her work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under his/her Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under his/her Contract. He/She shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City Manager or designee or City, is hereby permitted to act, at his/her own discretion, to prevent such threatened loss or injury, and he/she must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

Arrange with the City for temporary parking areas to accommodate construction personnel and construction equipment.

TRANSPORTATION, HANDLING AND STORAGE

Transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company or firm operating the vehicle.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods that avoid water pollution in excess of what is acceptable to the State of Florida Department of Environmental Protection, City of St. Pete Beach and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's

actions. The Contractor shall pay all attorney's fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or Designee on all applicable materials before applying those materials. The Contractor shall employ all necessary NPDES BMP methods to prevent erosion and Stormwater run-off to offsite locations.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. He /she shall not proceed until he/she has received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he /she will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint himself/herself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

Any damage to existing structures to remain or work of any kind, shall be repaired or restored promptly by, and at the expense of the Contractor. The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree.

In matters of restoration all materials, construction and workmanship shall be acceptable to the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials or construction shall be made without prior written authorization from the City Manager or designee. Any demolition debris and other debris shall be hauled offsite and properly disposed of by the Contractor and shall be inclusive to the prices as stated in the BID SCHEDULE, unless otherwise stipulated as part of the project to remain.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. At the direction of the City Manager or his designee the Contractor shall be required to notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of his/her failure to do so, the City at the expense of the Contractor may do the same, and his/her Surety shall be responsible therefore.

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him/her, then the Contractor may on seven (7) days written notice to the City and the City Manager or designee stop work or terminate this Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit. If the City Manager or designee shall fail to issue any certificate for payment within ten (15) days after it is due, or if the City shall fail to pay the Contractor within thirty (30) days after its maturity and presentation any sum certified by the City Manager or designee, then the Contractor may on seven (7) days written notice to the City and the City Manager or designee stop work and give written notice of intention to terminate this Contract. If the City shall thereafter fail to pay the Contractor within seven (7) days after receipt of such notice, then the Contractor may terminate the Contract and recover from the City payment for completed bid items and any losses sustained, and a reasonable profit.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days' time thereafter, the City may, upon thirty (30) days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

This Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) days of a notice of the dispute between the parties, in that event, the controversy shall be submitted to arbitration administered by the American Arbitration Association under its commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

INDEMNITY

The Contractor shall indemnify and hold harmless the City, and the City's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature

and description brought or recovered against them by reason of any action or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts for this project. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the city or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than seven (7) days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed to take over his/her affairs, or if he /she should fail to prosecute his/her work with due diligence and carry the work forward in accordance with his/her work schedule and the time limits set forth in the Contract Documents, or if he/she should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by him, the City may serve written notice on the Contractor and the Surety on his/her performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after the service of such notice, the

City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the City takes over the work and if the unpaid balance of the Contract price when the City takes over the work exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.

The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.

The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee or the City of any term, provision or covenants of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor or Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he /she shall show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

AS-BUILT DRAWINGS

As-Built for this project shall be completed as specified in the Technical Specifications.

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informalities.

LOCAL, STATE AND FEDERAL COMPLAINT REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their proposal and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

BID BOND

This project will NOT require a bid bond.

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews, and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the

provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

WITHDRAWAL OF BID

No bid may be withdrawn for a period of 7 calendar days after the scheduled time for receiving submissions. After submissions are opened, but prior to award of the contract, the City Manager may allow the withdrawal of a bid because of a mistake by the bidder in the preparation of the bid document. Withdrawal will only be allowed if the City Manager finds evidence that the following four requirements were met:

- The bidder acted in good faith in submitting their bid; and
- The mistake in response preparation is of such magnitude that to enforce compliance would cause a severe hardship on the bidder; and
- The mistake was not the result of gross negligence or willful inattention by the bidder; and
- The mistake was found and communicated to the City prior to the City having formally awarded the contract/agreement.

Withdrawal requests must be made in writing to the City Manager who may approve or disapprove the request based on the above.

IV. REFERENCES & QUALIFICATIONS

Provide at least (3) three or more professional, business references with which you have contracted to provide similar services in the past (5) five years. Include the name of the person, their organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past (5) five years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past (5) five years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested.

V. CERTIFICATE OF INSURANCE

INSURANCE

Bidder shall include with their bid an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured.

AWARD OF CONTRACT

The Contactor must file with the City of St. Pete Beach Certificates of Insurance prior to commencement of work evidencing the City as a certificate holder with the following minimum coverages:

- Commercial Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law.
- Builder's Risk covering full value of the project with no coinsurance provision.

VI. EXAMPLE SERVICES AGREEMENT

CITY OF ST. PETE BEACH, FLORIDA SERVICES AGREEMENT

“Lift Station 13 Rehabilitation”

This is an Agreement (the “Agreement”) entered into by and between the **City of St. Pete Beach, Florida** (hereinafter "City") and [insert contractor name here] (hereinafter "Contractor"). The City and Contractor together shall be referred to as the “Parties.”

WHEREAS, the City properly issued a Request for Bids, attached and incorporated hereto as Exhibit “A”, and the City Commission authorized the selection of Contractor at its [insert the date of the public hearing here] public hearing; and

WHEREAS, City desires to purchase from Contractor the services described in this Agreement; and

WHEREAS, Contractor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration in the sum of _____ (\$XXX,XXX.XX) to be paid by the City to Contractor as herein provided, the sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records: Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit “B”. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (CITY CLERK, CITY OF ST. PETE BEACH, FLORIDA, 727-363-9220, CITYCLERK@STPETEBEACH.ORG, 155 CORRY AVENUE, ST. PETE BEACH, FLORIDA 33706).**
3. The City shall, at its sole discretion, have the authority to cancel the Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and F.S. 119.07(1).

4. Pursuant to Florida Statutes, Section 287.133 (2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
5. City hereby agrees to purchase, and Contractor hereby agrees to provide, the services described in the proposal attached hereto and incorporated herein as Exhibit "C".
6. Contractor shall provide the services, described herein no later than 120 days from Notice to Proceed.
7. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$500 per day, for each day after the date set forth in paragraph 6 herein that Contractor has failed to properly and completely provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.
8. Upon Contractor's full performance of the services, or in accordance with the payment schedule provided in the attached proposal, City shall pay Contractor as per the Unit Prices listed in the Bid Schedule, as full consideration for services provided in this Agreement and more specifically illustrated in Exhibit "C."
9. Contractor agrees to procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the services contemplated hereunder, except for those permits obtained by the City. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
10. Contractor agrees to permit any representative(s) of the City, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the City's personnel, to conduct such inspections and tests as it may require.
11. Contractor fully warrants that all services provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.
12. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a

combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other Parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. In consideration of the payment of ten dollars as part of the above purchase price, Contractor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

14. This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

15. This document and exhibits embody the entire Agreement of the Parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the Parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all Parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be held in a court of competent jurisdiction located in Pinellas County, Florida.

16. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Request for Bid (Exhibit "A")
- b. Florida public records law (Exhibit "B")
- c. Contractor proposal (Exhibit "C")
- d. Public Entity Crime Statement (Exhibit "D")

17. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to

reasonable attorney fees and costs incurred through all appellate proceedings.

18. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

19. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Name & Address

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

20. To the extent that any terms in the attached proposal conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.

21. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.

22. Neither party to this Agreement shall be responsible for any delays or failure to perform any provisions of this Agreement if such delay or failure is caused by reason of force majeure. The term "force majeure" as used herein shall mean, but shall not be restricted to, acts of God or of the public enemy, insurrection, riots, strikes, epidemics, quarantine restrictions, embargoes, acts of government authorities, fires, floods and severe weather. This provision does not automatically entitle the contractor or vendor to any cost increase change orders related to costs of materials. All change orders will be reviewed on a case-by-case basis.

23. This Agreement may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Contractor

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

[Place City’s Request for Bids behind this page]

EXHIBIT “B”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

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 CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. 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.
4. 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.

EXHIBIT “C”

[Place Contractor’s Bid Proposal behind this page]

EXHIBIT "D"

PUBLIC ENTITY CRIME STATEMENT

PUBLIC ENTITY CRIMES

Pursuant to Subsections 287.133(2) and (3), F.S., "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 s. 287.017 for CATEGORY TWO for a period

of 36 months following the date of being placed on the convicted vendor list."

I, _____, being an authorized representative of _____, located at City: _____

State: _____ Zip Code: _____, have read and understand the contents

above.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2018, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

VII. BIDDER'S CHECKLIST



Bidder's Checklist

- Contractor's Bid Submittal Form
- Bid Schedule, Price, and Product Information
- Proposed Work Schedule for Evaluation Purposes
- References and Qualifications
- Certificate of Insurance
- Bonds, if required
- Contractor's Proof of Licensure
- List of Subcontractors with License and Insurance Information
- Contractor Education and Training Form
- Acknowledgement of Addenda

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

The City of St. Pete Beach reserves the right to reject and or all proposals or parts of proposals or to accept any proposal or part thereof deemed to be in the best interest of the City of St. Pete Beach. The City of St. Pete Beach also retains the right of selecting separate contractors for any particular repair items, if applicable. Failure to submit the required bid submittals could result in a contractor's bid being deemed incomplete, nonresponsive, or non-compliant with bid specifications and will not be reviewed for price or eligible for contract award.

VIII. CONTRACTOR EDUCATION & TRAINING



City of St. Pete Beach
Public Works Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254
www.stpetebeach.org

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges](#) [Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Works Department](#)

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

All site inspectors and site operators must be certified through the [Florida Stormwater, Erosion and Sedimentation Control Inspector Training](#) and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City.

IX. PLANS & SPECIFICATIONS

Plans and Specifications are available on the City's Website at:

<http://www.stpetebeach.org/news-and-links/city-projects.html>