AGREEMENT FOR SERVICES

CONTRACTOR: **Superior Waterway Services, Inc.**
6701 GARDEN ROAD
RIVIERA BEACH, FLORIDA 33404

PROJECT: **ITB #2019-103: FLOATING FOUNTAIN REPLACEMENT & QUARTERLY CLEANING**

This CONTRACT, hereinafter "Contract", made and entered into the day of _____ _____, 2019 by and between **Superior Waterway Services, Inc.**" and the City of Stuart, Florida Municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and inconsideration of the following terms, conditions, and covenants.

I. PURPOSE OF CONTRACT

The City intends to enter into a contract with Contractor for provision of Floating Replacement and Quarterly Cleaning Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide these Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Floating Fountain Replacement and Quarterly Cleaning Services by the Contractor and the payment for those services by City as set forth below.

III. CONTRACT PROVISIONS

Section 1. Period of Services

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor; Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one (1) year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

The City will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Section III Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal.

2.2 Invoices

The Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. The Contractor further guarantees the successful performance of the work for the services intended. 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.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditures 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.

Section 5. Contractor Responsibility

5.1 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 Contractor, its employee, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility of Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all loses resulting to him 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.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to the City all of the Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by the City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 6. Termination

6.1 Termination of Convenience

Either party upon seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirement(s) of the Contract. If the successful bidders should be adjudged bankrupt, or if he should make general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. CITY'S Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the project is Milton Leggett, Deputy Public Works Director.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of this project is:

(Name, Title) _____

(Mailing Address) _____

(Phone/Fax) _____

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assign and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the party. Nothing contained herein shall be construed to prevent the Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to 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 inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than the Contractor and the City.

Section 9. Indemnification of City

The Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

The Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance

10.1 Requirements

The Contractor shall procure and maintain insurance amounts noted in 1.8 of the Invitation to Bid. 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 $5,000.00, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

10.2 Certificate of Insurance

Certificates of all insurance required from the contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11. **Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. **Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 13. **General Conditions**

13.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, 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.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, 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 parties shall, by mutual agreement, select a mediator with 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.

13.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from this contract, the rate quoted shall be used to determine the adjusted contract price. No modifications, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document 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 this entire Contract, it shall not constitute a waiver of the same.

13.6 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 claims 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 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.

13.7 Sovereign Immunity

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

Section 14. Public Records

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

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duly 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 PublicRecordsRequest@ci.stuart.fl.us, City of Stuart City Clerk 121 SW Flagler Avenue, Stuart, Florida 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contract shall:

A. Keep and maintain public records 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 this 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 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 contactor 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 or 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.

Section 15. Exhibits

The following Exhibits are attached to and made a part of this contract:

Exhibit A- "Proposal as Submitted by Respondent and Accepted by City"

Exhibit B- "Original Invitation to Bid as Issued by City, including all Addenda"

Exhibit C- "Performance and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

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

ASSEST:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

CONTRACTOR

(Signature)

Chris York
Printed Name

President
Title

Copy

City of Stuart

INVITATION TO BID

FOR:	**Floating Fountain Replacement and Quarterly Cleaning Services**
DATE:	**March 28, 2019**
DEPT:	**Public Works - Street Division**
BID NUMBER:	**ITB No. 2019-103**

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Tuesday, April 16, 2019.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name: Chris York

Company Name: Superior Waterway Services, Inc.

Street Address: 6701 Garden Road, Suite 1

City, State, Zip: Riviera Beach, FL 33404

Total Amount of Bid: $58,215.00

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Superior Waterway Services, Inc — Firm Name

4-15-19 — Date

cyork@superiorwaterway.com — Email Address

[signature] — Authorized Signature (Manual)

561-844-0248 — Telephone Number

Chris York / President — Name/Title (Please Print)

561-844-9629 — Facsimile Number

PART III

3.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

GROUP A (REPLACE EXISTING & QUARTERLY CLEANING)						
ITEM	LOCATION	HP	MOTOR SIZE	WARRANTY	REPLACEMEMT	QUARTERLY CLEANING
1	Flamingo @ Lake St. Lake	3	230 Volt, Single Phase, Ring jet Spray Pattern	5 years motor 3 years panel 1 years light	$ 8,955.00	$ 260.00
2	MLK Blvd. Southside	5	230 Volt, Single Phase, Geyser Jet Spray Pattern	"	$ 9,990.00	$ 260.00
3	Alamanda Way/Lake Charlotte	5	230 Volt, Single Phase Tri Tier Geyser Spray Pattern	"	$ 9,990.00	$ 260.00
4	Dixie Hwy	2	230 Volt, Single Phase, Two Tier Spray Pattern	"	$ 8,215.00	$ 260.00
5	Bruner Pond (North Side)	5	230 Volt, Single Phase, Tri Tier Spray Pattern	"	$ 9,990.00	$ 260.00
6	Lake Street	2	230 Volt, Single Phase, Two Tier Pattern	"	$ 8,215.00	$ 260.00
GROUP B (QUARTERLY CLEANINGS ONLY)						
7	Hospital Pond	3	230 Volt, Single Phase			$ 260.00
8	Lake Clare-(2 fountains)	2	230 Volt, Single Phase			$ 260.00
9	MLK Blvd. Northside	5	230 Volt, Single Phase			$ 260.00

10	Post Office Circle (Bruner Pond S. Side)	5	230 Volt, Single Phase	$ 265.00
11	Memorial Park	2	230 Volt, Single Phase	$ 265.00
			Grand Total	$ 58,215.00

Preferred method of payment is by the City Purchasing Card (VISA).

DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☑ No ☐

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. City shall not pay any service charges or fees for p-card transactions.

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # 1 through # 1 Respondent's Initials C.Y.

(Signature)

Chris York
(Printed Name)

Superior Waterway Services, Inc
Name of Company, Firm

President
(Printed Title)

561-844-0248
Telephone Number

561-844-9629
Facsimile Number

cyork@superiorwaterway.com
Email Address

3.2 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 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: 4-15-19

FOR: Superior Waterway Services, Inc
(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

President
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 15 day of April 2019,
known to me, or identified as Chris York
in the City of Riviera Beach, County of Palm Beach, State of Florida.

Signed: _____ Notary Public

My Commission Expires: 2-24-21. (Affix Seal)

LOUIS F PALERMO
Notary Public - State of Flori
Commission # GG 062
My Comm. Expires Feb
Bonded through National

LOUIS F PALERMO
Notary Public - State of Florida
Commission # GG 062542
My Comm. Expires Feb 24, 2021
Bonded through National Notary Assn.

LOUIS F
Notary Public
Commis
My Comm
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sn.

3.3 REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:	Town of Juno Beach
Address	340 Ocean Drive
City	Juno Beach, State FL Zip Code 33408
Contact Name:	Tony Meriano Title: Public Works Director
Phone No:	561-656-0310 Fax: Email: ameriano@juno-beach.fl.us
Date of Service or Contract Period:	2014-Present Location Town Hall
Summary of Services Performed	Install & Service (Governmental) or Private

#2 REFERENCES

Company/Entity Name:	Town of Davie
Address	6901 Orange Dr
City	Davie, State FL Zip Code 33314
Contact Name:	Keith Pursell Title: Public Works
Phone No:	954-797-1191 Fax: 954-797-1246 Email: Keith_pursell@davie-fl.gov
Date of Service or Contract Period:	2016-Present Location Multiple
Summary of Services Performed	Fountain Install, Service Contract (Governmental) or Private

#3 REFERENCES

Company/Entity Name:	City of Lauderdale Lakes
Address	4300 NW 36th St
City	Lauderdale Lakes, State FL Zip Code 33319
Contact Name:	Vincent Richmond Title: Stormwater Administrator
Phone No:	954-535-2819 Fax: 954-733-4220 Email: vincentr@lauderdalelakes.org
Date of Service or Contract Period:	2018-Present Location Multiple-26 units
Summary of Services Performed	Fountain Install (Governmental) or Private

Company Name Superior Waterway Services, Inc.

3.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: N/A

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work ____%

Company Name Superior Waterway Services, Inc

3.5 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

1.	Letter of Transmittal	Yes ☑ No ☐
2.	Acknowledgment of addendum & submission with ITB	Yes ☑ No ☐
3.	Proposal Form & equipment Information	Yes ☑ No ☐
4.	Proof that Firm name is registered with their State of Origin	Yes ☑ No ☐
5.	Submit a copy of all Licenses, Certificates, Registrations, Permits etc.	Yes ☑ No ☐
6.	Submit 10% bond guarantee if total exceeds $50,000	Yes ☑ No ☐
7.	Submit any data in reference to Contract Performance	Yes ☑ No ☐
8.	Evidence of Insurance	Yes ☑ No ☐
9.	Reference Form	Yes ☑ No ☐
10.	Subcontractors Form	Yes ☑ No ☐
11.	Additional Data is submitted (Optional)	Yes ☑ No ☐

ITB #2019-103: Floating Fountain Replacement and Quarterly Cleaning Services

COMPANY NAME: Superior Waterway Services, Inc.

3.6 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: Chris York / President
   (print individual's name and title)

   for: Superior Waterway Services, Inc.
   (print name of entity submitting sworn statement)

   whose business address is: 6201 Garden Rd, Suite1 Riviera Beach, FL 33404

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0955914

   (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 15 day of April, 2019.

Personally known ✓ OR Produced Identification _____

Chris York
Notary Public – State of Florida

Type of Identification _____
My Commission Expires: 2-24-21

LOUIS F PALERMO
Notary Public - State of Florida
Commission # GG 062542
My Comm. Expires Feb 24, 2021
Bonded through National Notary Assn.

SEAL OR STAMP

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

Date: April 11, 2019

To: Prospective Bidders

Subject: **Addendum #1 to ITB #2019-103, Floating Fountain Replacement & Quarterly Cleaning Services**

ADDENDUM #1

The purpose of this addendum is to provide clarification to questions submitted by prospective bidders.

1. **Question:** Are light kits (LED lights) being added to the fountains and priced in the bids?

   Answer: **Our fountains are currently 500 watt, 115 Volt submersible fountain lights, and tempered lenses, mounted on stainless steel brackets. The City will convert to LED lighting or any comparable lighting.**

2. **Question:** Is the winning bidder responsible for dismantling and hauling away the old fountains?

   Answer: **Yes**

3. **Question:** Can it be assumed that the current power source and conduit (generally 2" required) running from the fountain control panel to the pond/lake is the code (conduit dug 18' below the ground) and power is available to supply 5HP and 2HP fountains/lights?

   Answer: **Yes**

4. **Question:** Will an access key be provided for gates and current fountain control panels and power supply boxes or will a Stuart employee provide access?

   Answer: **City personnel will provide access to each location**

5. **Question:** Will the same/similar pattern/display with other manufacturer's equipment be considered for instance using a lower horsepower?

   Answer: **The City is specifying a pattern not a manufacture**

6. **Question:** On the Price Proposal Form under Quarterly Cleaning is the cost for one quarter or for all four quarters?

   Answer: **Price proposal will be a total of all four quarterly cleanings**

7. **Question:** Along with six (6) new floating fountains, will the City also be expecting brand new control panels and brand new pump/motor cables?

Answer: **Yes**

8. **Question:** Is the City of Stuart tax exempt?

   Answer: **Yes**

9. **Question:** The Safety Standards are not included in the bid package (3.2 Safety Standards Certification)?

   Answer: **Safety Manual is attached to addendum**

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on April 16, 2019.** Failure to comply will result in disqualification of your bid.

Alaina Knofla
Procurement Specialist

Acknowledge is hereby made of Addendum #1 to ITB #2019-103, Floating Fountain Replacement & Quarterly Cleaning Services.

Signature

Superior Waterway Services, Inc
Firm

4-15-19
Date

cyorke@superiorwaterway.com
Email Address

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Superior Waterway Services, Inc.
6701 Garden Road, Suite 1
Riviera Beach, FL 33404

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34944

BOND AMOUNT: $ 10%

Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Floating Fountain Replacement & Quarterly Cleaning Services, ITB 2019-103

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2019

(Witness)

Superior Waterway Services, Inc.
(Principal) *(Seal)*

By: – President
(Title)

Rita Lazarides
(Witness) Rita Lazarides

United States Fire Insurance Company
(Surety) *(Seal)*

By:
(Title) Brett Rosenhaus Attorney-in-Fact

S-0054IAS 8/10

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427819

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16 day of April 2019

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year August 22, 2018 to September 30, 2019

6701 Garden Rd Ste 1
SUPERIOR WATERWAY SERVICES INC

Issued:
Vendor: 07561.1

SUPERIOR WATERWAY SERVICES INC
6701 GARDEN RD STE 1
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

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AT YOUR PLACE OF BUSINESS

SUPEWAT-01 CHOLZWORTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/15/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Carol Holzworth
Legacy Insurance Solutions, LLC 1410 Piedmont Drive East 2nd Floor Tallahassee, FL 32308-7942	PHONE (A/C, No, Ext): (850) 894-2333 FAX (A/C, No): (850) 894-3129 E-MAIL ADDRESS: cholzworth@legacyinsllc.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Superior Waterway Services, Inc. 6701 Garden Road Suite 1 Riviera Beach, FL 33404	INSURER A: Homeland Insurance Company of New York	34452
	INSURER B: Old Dominion Insurance Company	40231
	INSURER C: Florida Citrus, Business & Industries Fund	
	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	X COMMERCIAL GENERAL LIABILITY			7930024720004	8/16/2018	8/16/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional $1M/$1M						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Contractor Pollution						CONTRACTORS POL	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			B1P7382F	2/9/2019	2/9/2020	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			7930052610002	8/16/2018	8/16/2019	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10661263-2018	3/11/2019	3/11/2020	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Transportation Poll			7930024720004	8/16/2018	8/16/2019	Aggregate	1,000,000

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

CERTIFICATE HOLDER

For Information Purpose Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Aqua Master®
FOUNDATIONS AND AERATORS

MASTER THE **POWER** AND **BEAUTY** OF WATER

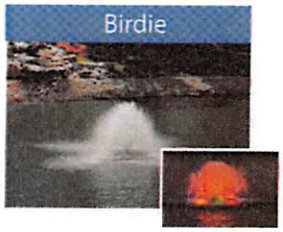
MASTERS SERIES®

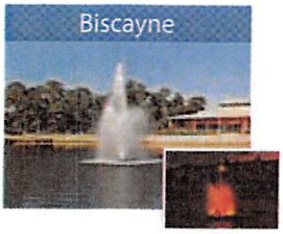
Discover the Power & Beauty of the Masters Series® by AquaMaster®. These revolutionary fountains are available in a wide variety of spray patterns. All Masters Series® (except Captiva & Kiawah) are interchangeable and provide you with the ability to change spray patterns. (Flow straightener may be required.) This flexibility gives you the power to create dazzling waterscapes while improving water quality.

Basic Flow Patterns

This group of patterns are easily interchanged with each other to create a variety of patterns.





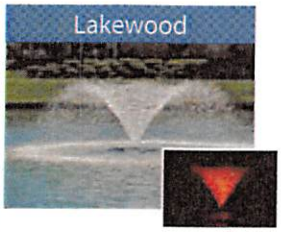




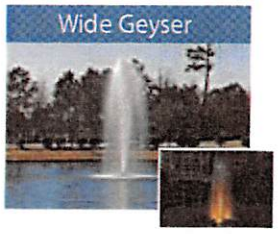










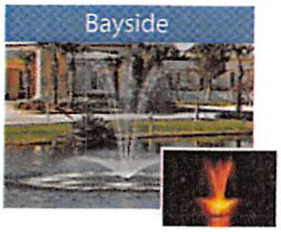


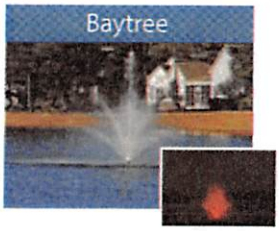
Straightened Flow Patterns

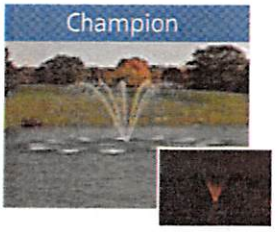
This group includes patterns utilizing flow straightener technology and are easily interchanged with each other.

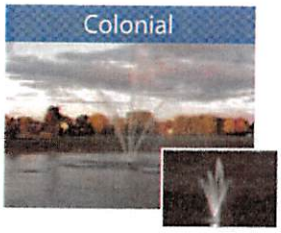




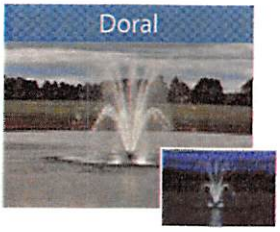










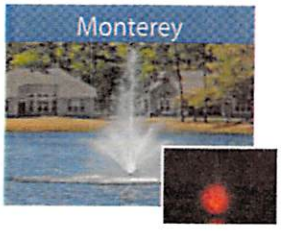




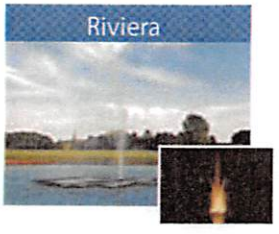


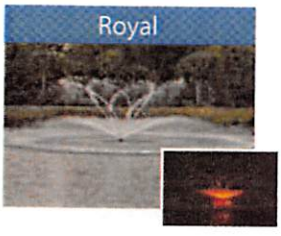


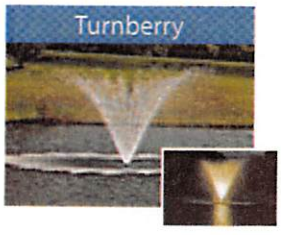














Masters Series® by AquaMaster® Fountains are engineered and built for superior performance and longevity and backed by the industry's finest warranty. Easily installed and maintained with a wide variety of models and voltages to choose from. Acheiving a goal of aesthetics and/or beneficial aeration for your specific requirement is easily attained.

16024 COUNTY ROAD X | KIEL, WI 53042 | 920.693.3121 | 800.693.3144 | FAX: 920.693.3634

WWW.AQUAMASTERFOUNTAINS.COM

Aqua Master
FOUNDATIONS AND AERATORS

MASTER THE **POWER** AND **BEAUTY** OF WATER

MASTERS SERIES®

Discover the Power & Beauty of the Masters Series® by AquaMaster®. These revolutionary fountains are available in a wide variety of spray patterns. All Masters Series® (except Captiva & Kiawah) are interchangeable and provide you with the ability to change spray patterns. (Flow straightener may be required.) This flexibility gives you the power to create dazzling waterscapes while improving water quality.

Floating Fountains • Fixed Based Water Feature Fountains • High Performance Aeration Systems • Lighting • Accessories

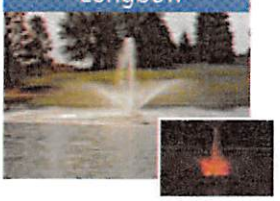
Adjustable Straightened Flow Patterns

This group of patterns dimensions can be easily adjusted by the turning of the lock nut assembly. Patterns in this group are interchangeable with each other.

Cypress



Longbow



Reflection



Sanibel



Sawgrass



Specialty Patterns

The popular Captiva pattern utilizes a specialty nozzle assembly and is not interchangeable. The Kiawah high horsepower two-tier pattern utilizes a spray ring assembly and is not interchangeable.

Captiva



Kiawah



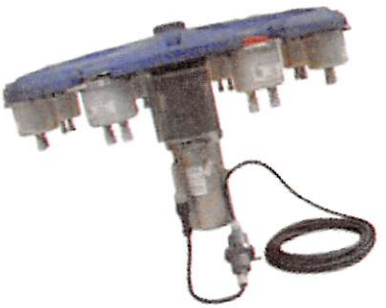
Features & Design

Masters Series® high quality fountains designed to perform; built to last.

AquaMasters® Masters Series® fountains are engineered and built for superior performance and longevity and backed by the industry's finest warranty. This series is easy to install and maintain with a wide variety of models and voltages to choose from and attaining your goal of beautiful aesthetics and beneficial aeration that suit your specific requirements is easy to do!







- 30+ spray patterns
- ½ to 10HP models
- Three design types
  - Vertical
  - Horizontal
  - Cart (7½ – 10HP)
- Easy Installation and Maintenance
- Available in all voltages, 60 Hz and 50 Hz *
- Domestic 60 Hz total package UL LISTING for safety assurance
- Fountain
  - Control panel
  - Specific underwater rated power cable
  - Lighting
- Backed by superior factory warranties
  - 5 years (½ – 5HP)
  - 3 years (7½ – 10HP)
- Exclusive underwater AquaLock Connector (ALC) cable quick disconnect available on ½ HP to 5 HP models
- 16" Minimum operating depth1 - 5 HP Horizontal Design
- Interchangeable Nozzles
- Recessed Night Glow Lighting - LED
- Stainless steel motor housing
- Cutom-designed Oil-cooled energy efficient motors
- Oversized Stainless steel intake screen
- Patented, High-efficiency stainless steel impeller system

*International 60 Hz and 50 Hz do not ship with control panel

Distributed By:

16024 COUNTY ROAD X | KIEL, WI 53042 | 920.693.3121 | 800.693.3144 | FAX: 920.693.3634

WWW.AQUAMASTERFOUNTAINS.COM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Superior Waterway Services, Inc.
6701 Garden Road, Suite 1
Riviera Beach, FL 33404

SURETY:
(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07962

OWNER:
(Name, legal status and address)

City of Stuart
121 SW Flagler Avenue
Stuart, FL 34944

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Floating Fountain Replacement & Quarterly Cleaning Services, ITB 2019-103

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2019

(Witness)

Superior Waterway Services, Inc.
(Principal) *(Seal)*

By: – President
(Title)

Rita Lazarides
(Witness) Rita Lazarides

United States Fire Insurance Company
(Surety) *(Seal)*

By:
(Title) Brett Rosenhaus Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427819

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16 day of April 2019

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

ITB No. 2019-103

Floating Fountain Replacement & Quarterly Cleaning Services

Event	Date
Date ITB Issued	March 28, 2019
Due date for questions	April 9, 2019
ITB Due Date	April 16, 2019

City of Stuart

ITB 2019-103

Floating Fountain Replacement and Quarterly Cleaning Services

Advertisement

Proposals for Floating Fountain replacement and Quarterly Cleaning Services will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until April 16, 2019 at 2:30 P.M.

An original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "ITB 2019-103, Floating Fountain Replacement and Quarterly Cleaning Services." Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from 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.

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

Mark outside of envelope: ITB# 2019-103, Floating Fountain Replacement and Quarterly Cleaning Services"

Dated: **3/20/19**
Published: **3/28/19**

INVITATION TO BID

FOR: **Floating Fountain Replacement and Quarterly Cleaning Services**
DATE: **March 28, 2019**
DEPT: **Public Works - Street Division**
BID NUMBER: **ITB No. 2019-103**

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Tuesday, April 16, 2019.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name _____

Company Name _____

Street Address _____

City, State, Zip _____

Total Amount of Bid $_____

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

_____ _____ _____
Firm Name Date Email Address

_____ _____
Authorized Signature (Manual) Telephone Number

_____ _____
Name/Title (Please Print) Facsimile Number

INSTRUCTIONS TO BIDDER

A1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

A2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**

A3 **An original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.**

A4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m.**, **on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

A5 Bids will be publicly opened and read aloud at the designated location at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.

A6 Bids may not be withdrawn for a period of 30 days after the public opening date.

A7 Bidder's attention is specifically called to the terms and conditions of this solicitation.

A8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

A9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

A10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the Financial Services Director.

A11 Questions relative to interpretation of specifications or the solicitation process shall be emailed to: purchasing@ci.stuart.fl.us 7 days prior to the period set date for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.

A12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed

addenda with their bid. **The Procurement Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A13 Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

A14 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

A15 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

A16 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

A17 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until 30 days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

A18 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

A19 **Failure to comply with these instructions may result in disqualification of your bid.**

A20 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.demandstar-subscriptions, **"FREE AGENCY".**

PART I GENERAL INFORMATION

1.1 OVERVIEW

The purpose of this bid is to seek a qualified, experienced contractor to provide all labor, equipment, and materials necessary to provide Floating Fountain Replacement on Six (6) City Fountains and Quarterly Cleaning Services for all twelve (12) fountains located throughout the City.

1.2 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Procurement and Contracting Services Division
City of Stuart Annex
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

1.3 INQUIRIES

The City will not respond to oral inquiries. Interested bidders may contact the Procurement Office, regarding questions about the bid at email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-1202. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this Bid, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the ITB number. All bidders are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

1.4 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addenda submitted to the City.

1.5 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **ITB #2019-103 "Annual Contract for Floating Fountain Replacement and Quarterly Cleaning Services"** The envelope shall also include the bidder's return address.

Respondents shall submit one (**1**) original and two (2) copies of the proposal submittal with each marked "**COPY**", and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL BIDS BY
2:30 P.M. ON Tuesday, April 16, 2019.

Due to the irregularity of mail service, the City cautions bidders to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.6 ADDENDA

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this ITB shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Bidders by email that an addendum has been made to the ITB. The City shall not be responsible for providing notice of addenda to potential bidders who receive a package from sources other than the City or DemandStar.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.7 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.8 INSURANCE

The successful professional 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 professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than “B” as to management and no less than Class “VIII” as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

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 professional and/or subcontractor providing such insurance.

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Automobile: The professional/service provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than $1,000,000.00 combined single limit or $500,000.00 per person/ $1,000,000.00 per accident bodily injury and $250,000.00 per accident property damage.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. 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 mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

c) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.

d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

City of Stuart
121S.W. Flagler Avenue
Stuart, FL 34994

e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.

f) The “Acord” certification of insurance form should be used.

1.9 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 proposals or contract with the City for construction of a public building or public works; may not submit bids for 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 for in s. 287 for CATEGORY TWO

for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.10 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.11 ASSIGNMENT & SUBCONTRACTING

The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract **for any reason**, the bidder must include, in writing the **name and address of the Subcontractor.** Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with bid response. If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any bidder if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

1.11 PUBLIC RECORDS

Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: 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 PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the 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.

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.

1.12 LICENSES

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of bid receipt. The proposal of any Bidder that is not fully licensed and certified shall be rejected.

1.13 BUSINESS TAX RECEIPT

Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the bid.

1.14 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 bid 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.

1.15 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 proper City authorities. 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. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

b) **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of 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 justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.16 CONTRACT AMENDMENT

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

1.17 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.

1.18 ESTIMATED QUANTITIES

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

1.19 DEFAULT

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

1.20 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

1.21 COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.22 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.

PART II SCOPE OF WORK

2-1. PURPOSE

The City of Stuart is soliciting proposals from qualified, experienced firms to provide all labor, equipment, supplies, chemicals, and materials necessary to accomplish the work as detailed and specified to clean and maintain exterior decorative fountains in retention ponds throughout the City of Stuart. Generally the project will consist of, but is not limited to completing the following:

- ✓ Check control panel components and amperage draw of pump motors, including timers
- ✓ Clean all of the fountains, including the removal of foreign substances that have been deposited into, on or directly adjacent to all fountains.
- ✓ Clean and adjust water feature jets
- ✓ Clean and check lights for burned out lamps and damaged cords
- ✓ Replace any lamps as needed for purchase price of bulb
- ✓ Check for power surges and reset G.F.C.I breakers
- ✓ Visually check all accessible piping systems for damage and water leaks
- ✓ Maintain all equipment, mechanical and electrical, and affect any repairs needed to maintain a fully operational fountain and pool system.
- ✓ Replacement of six (6) fountains.

2-2. SITE VISIT

Prior to bid opening, bidder shall be responsible for visiting all specified fountains and retention pond site locations.

2-3. SITE INSPECTION

A. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Bidders are advised to make a thorough inspection of all fountains and to take note of any varying degrees of difficulty associated with the work site.

B. The contractor is to verify to his own satisfaction the figures appearing in these specifications. The fountains, as described, are to be cleaned quarterly at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

2-4. WORK OBJECTIVE

The contractor is to check control panel components and amperage draw of pump motors, including timers, clean junction, intake screens, clean and adjust water feature jets, clean and check lights for burned out lamps and damaged cords, replace any lamps as needed for purchase price of bulb, check

power surges and reset G.F.C.I breakers, visually check all accessible piping systems for damage and water leaks. Replace six (6) existing fountains with new.

The contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee.

2-5. EQUIPMENT

All equipment to be utilized by the successful bidder to perform the fountain repair and replacement, as detailed herein must be approved by the Public Works Director; or his designee. The contractor specifically agrees, to remove and replace any equipment judged by the City to be poorly operating, excessively noisy or dirty, or in any other meaningful way disturbing to the public welfare or producing an unsatisfactory floating fountain function.

2-6. INSPECTION AND DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the bid. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of replacement, repair or maintenance and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

2-7. INVOICING AND PAYMENT

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 will be grounds for contract termination. Invoices shall state the specified fountain and a detailed description of work performed. Payment will be made upon completion and acceptance of the work, net 30 days.

2-8. BUSINESS OPERATIONS

A. Hours of Operation: Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that all works occurs between the hours of **7:00 AM and 3:00 PM;** All work performed outside of hours of operation must be approved in advanced by an authorized representative of the City.

B. Inclement Weather Conditions: Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the regular cleaning schedule for up to two (2) days in a given week, the City may require affected areas be cleaned within two (2) working days without interruption of the regular cleaning schedule.

C. Observed Holidays

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

2-9. START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within 30 days of issuance of Notice to Proceed. Awarded vendor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure the cleanliness of fountains are completed within timeframes as specified in the approved schedule.

2-10. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable.

The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee.

There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

2-11. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner.

The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor, The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

2-12. BONDS

A. **Bond Guarantee:** A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds $50,000**. The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible bidder will enter into a contract to provide the described services. Should the bidder not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible bidder or re-advertise and re-solicit the project.

2-1. **Payment & Performance Bonds:** The successful bidder, when awarded a contract, will be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

PART III

3.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

GROUP A (REPLACE EXISTING & QUARTERLY CLEANING)						
ITEM	**LOCATION**	**HP**	**MOTOR SIZE**	**WARRANTY**	**REPLACEMEMT**	**QUARTERLY CLEANING**
1	Flamingo @ Lake St. Lake	3	230 Volt, Single Phase, Ring jet Spray Pattern		$	$
2	MLK Blvd. Southside	5	230 Volt, Single Phase, Geyser Jet Spray Pattern		$	$
3	Alamanda Way/Lake Charlotte	5	230 Volt, Single Phase Tri Tier Geyser Spray Pattern		$	$
4	Dixie Hwy	2	230 Volt, Single Phase, Two Tier Spray Pattern		$	$
5	Bruner Pond (North Side)	5	230 Volt, Single Phase, Tri Tier Spray Pattern		$	$
6	Lake Street	2	230 Volt, Single Phase, Two Tier Pattern		$	$
GROUP B (QUARTERLY CLEANINGS ONLY)						
7	Hospital Pond	3	230 Volt, Single Phase			$
8	Lake Clare-(2 fountains)	2	230 Volt, Single Phase			$
9	MLK Blvd. Northside	5	230 Volt, Single Phase			$

10	Post Office Circle (Bruner Pond S. Side)	5	230 Volt, Single Phase	$
11	Memorial Park	2	230 Volt, Single Phase	$
			Grand Total	$____

Preferred method of payment is by the City Purchasing Card (VISA).

DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☐ No ☐

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. City shall not pay any service charges or fees for p-card transactions.

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # _____ Respondent's Initials _____

_____ _____

(Signature) (Printed Name)

_____ _____

Name of Company, Firm (Printed Title)

_____ _____ _____

Telephone Number Facsimile Number Email Address

3.2 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 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)

_____ BY: _____
(Witness) (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)

3.3 REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:			
Address			
City ,	State	Zip Code	
Contact Name:		Title:	
Phone No:	Fax:	Email:	
Date of Service or Contract Period:		Location	
Summary of Services Performed		Governmental or Private	

#2 REFERENCES

Company/Entity Name:_____			
Address_____			
City _____,	State_____	Zip Code_____	
Contact Name: _____		Title:_____	
Phone No: _____	Fax:_____	Email:_____	
Date of Service or Contract Period: _____		Location_____	
Summary of Services Performed _____		Governmental or Private _____	

#3 REFERENCES

Company/Entity Name:_____			
Address_____			
City _____,	State_____	Zip Code_____	
Contact Name: _____		Title:_____	
Phone No: _____	Fax:_____	Email:_____	
Date of Service or Contract Period: _____		Location_____	
Summary of Services Performed _____		Governmental or Private _____	

Company Name _____

3.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work _____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work _____%

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

_____

Type of Work to be Performed: _____

License No. _____ Percentage of Work _____%

Company Name _____

3.5 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

1.	Letter of Transmittal	Yes ☐	No ☐
2.	Acknowledgment of addendum & submission with ITB	Yes ☐	No ☐
3.	Proposal Form & equipment Information	Yes ☐	No ☐
4.	Proof that Firm name is registered with their State of Origin	Yes ☐	No ☐
5.	Submit a copy of all Licenses, Certificates, Registrations, Permits etc.	Yes ☐	No ☐
6.	Submit 10% bond guarantee, if total exceeds $50,000	Yes ☐	No ☐
7.	Submit any data in reference to Contract Performance	Yes ☐	No ☐
8.	Evidence of Insurance	Yes ☐	No ☐
9.	Reference Form	Yes ☐	No ☐
10.	Subcontractors Form	Yes ☐	No ☐
11.	Additional Data is submitted (Optional)	Yes ☐	No ☐

ITB #2019-103: Floating Fountain Replacement and Quarterly Cleaning Services

COMPANY NAME: _____

3.6 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 _____

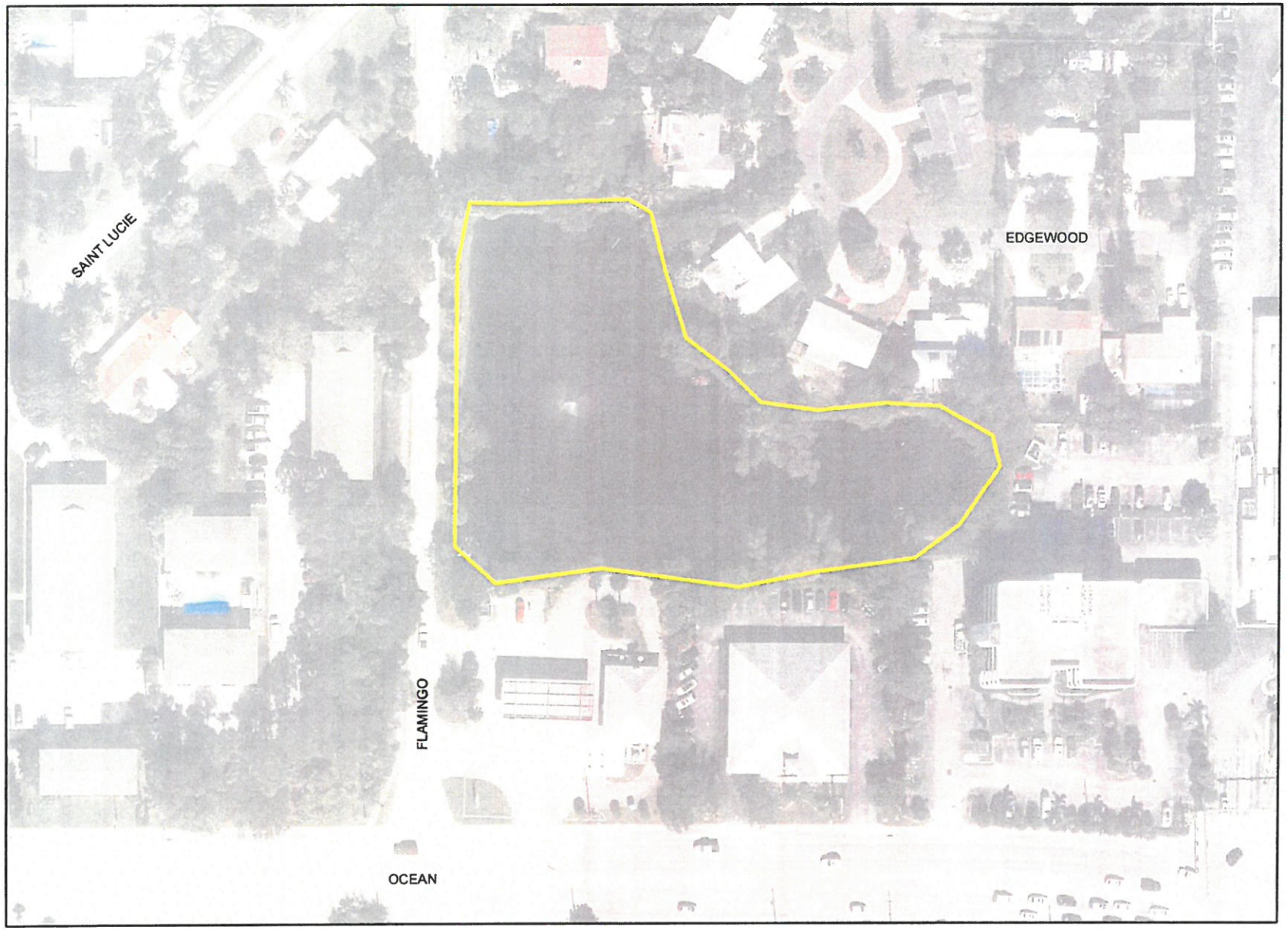
_____ Notary Public – State of Florida

*Type of Identification*_____ My Commission Expires: _____

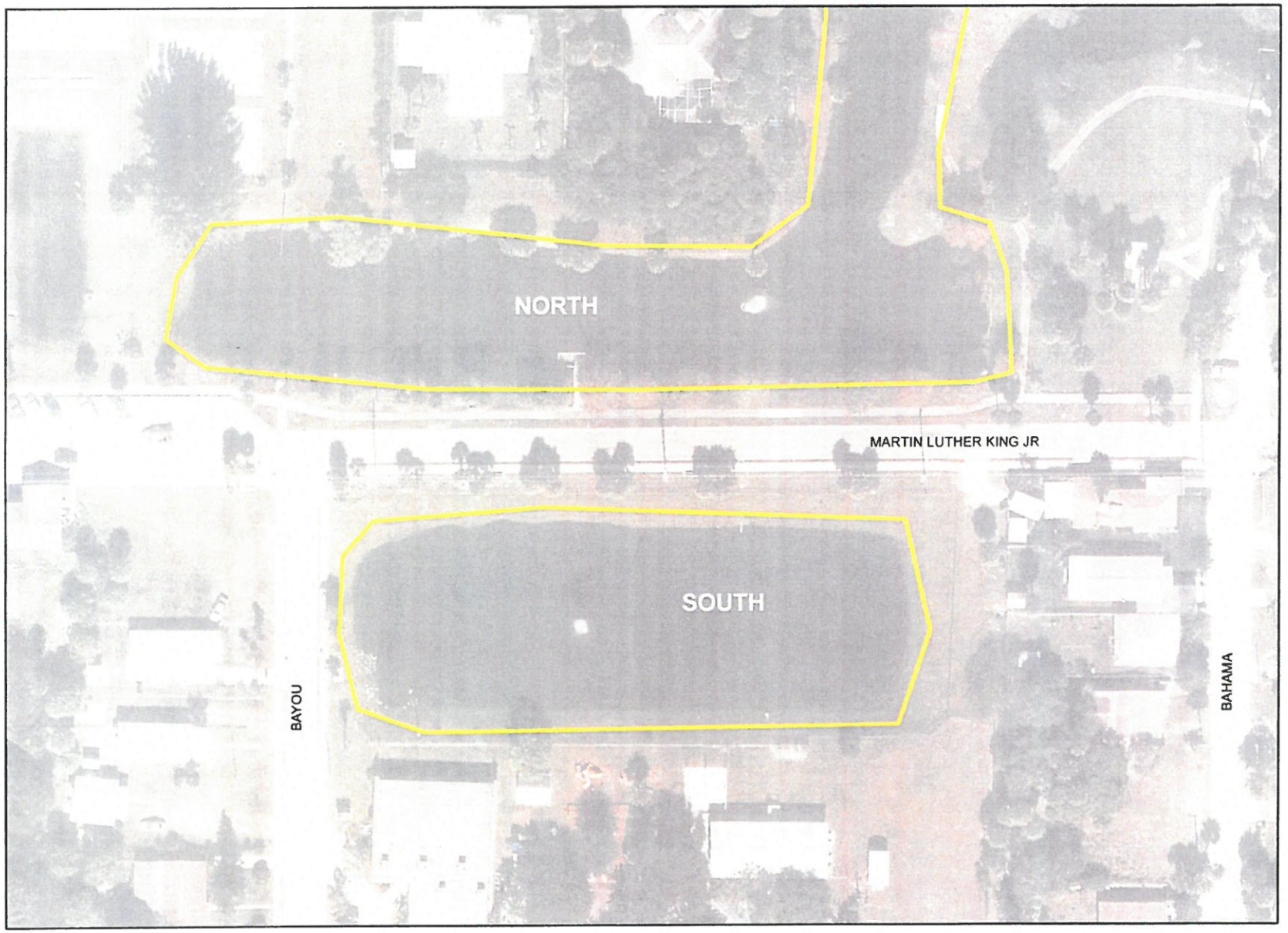
SEAL OR STAMP

ATTACHEMENT A
"MAPS/LOCATIONS"

Flamingo Pond Fountain



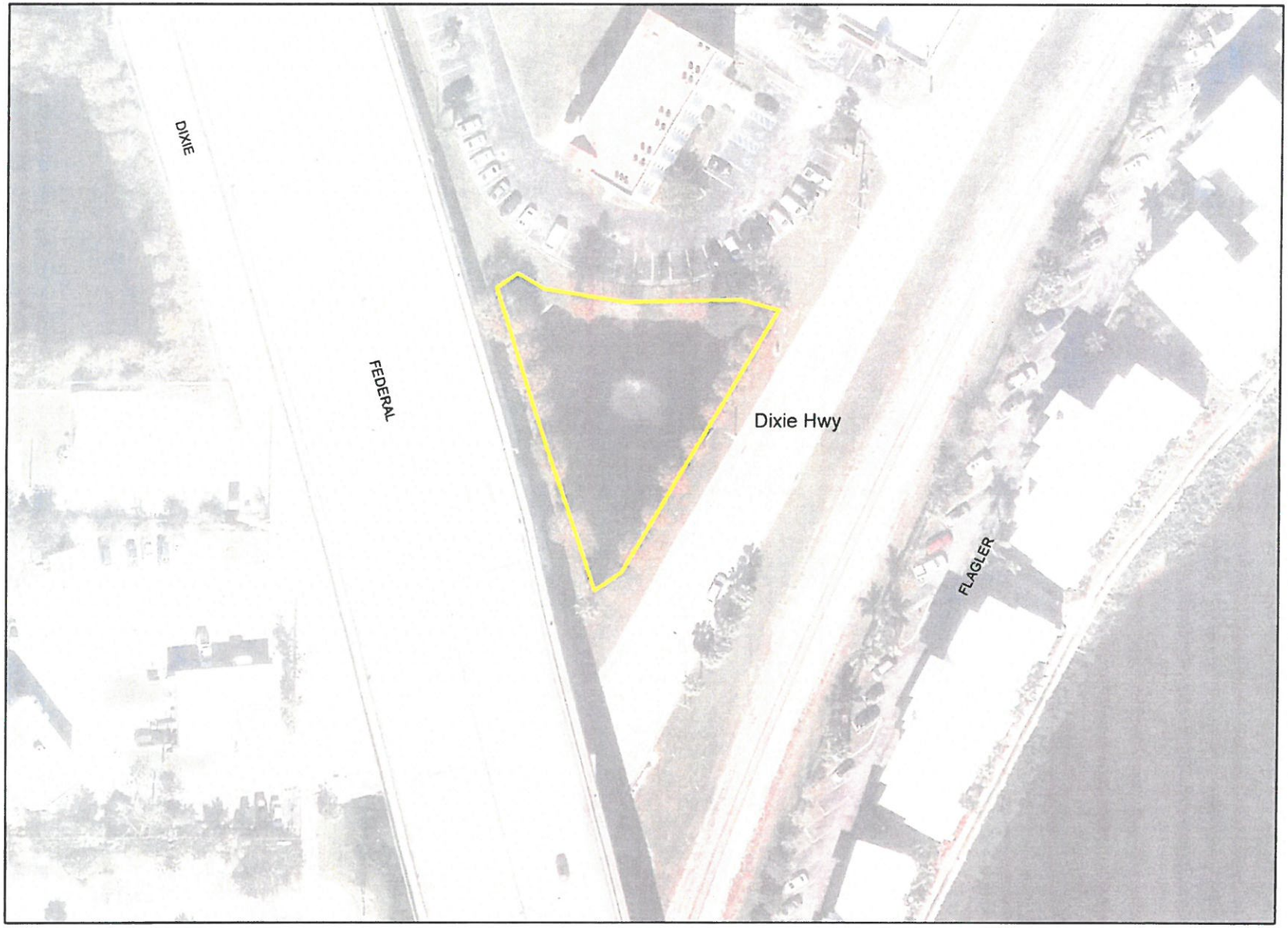
MLK N & S Pond Fountains



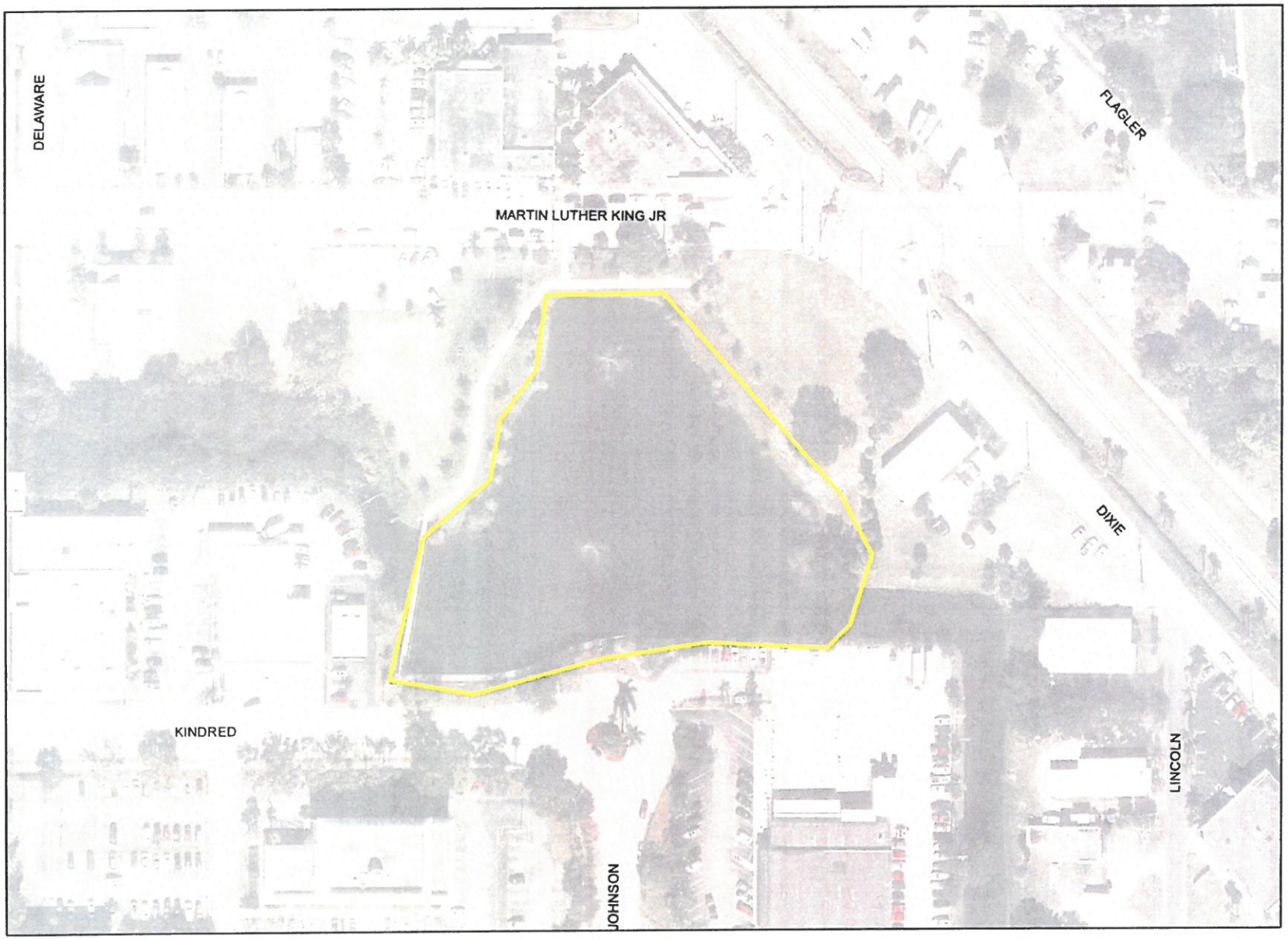
Alamanda Way Pond Fountain



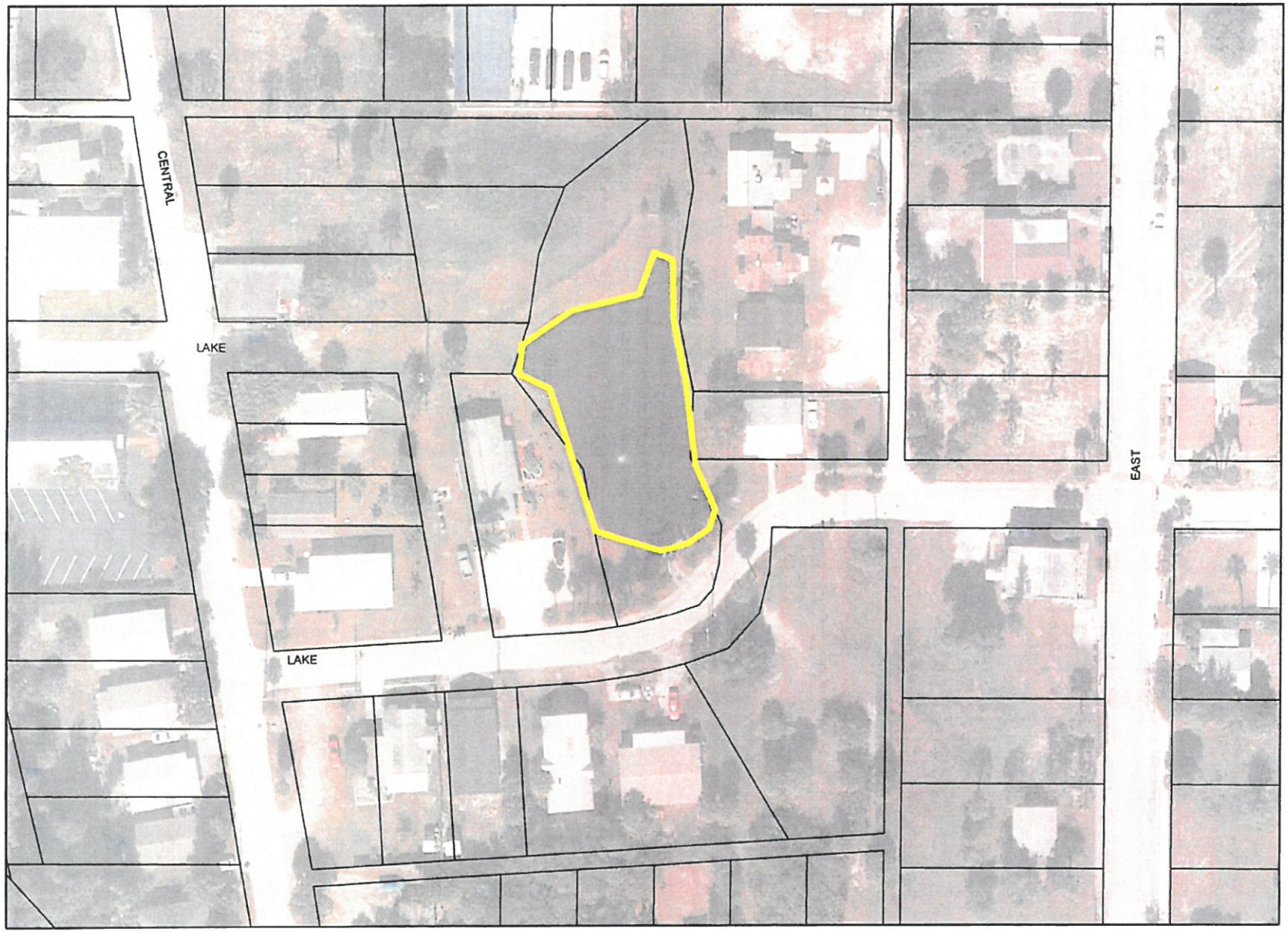
Dixie Hwy/SR 707 Pond Fountain



Bruner Park Pond Fountains



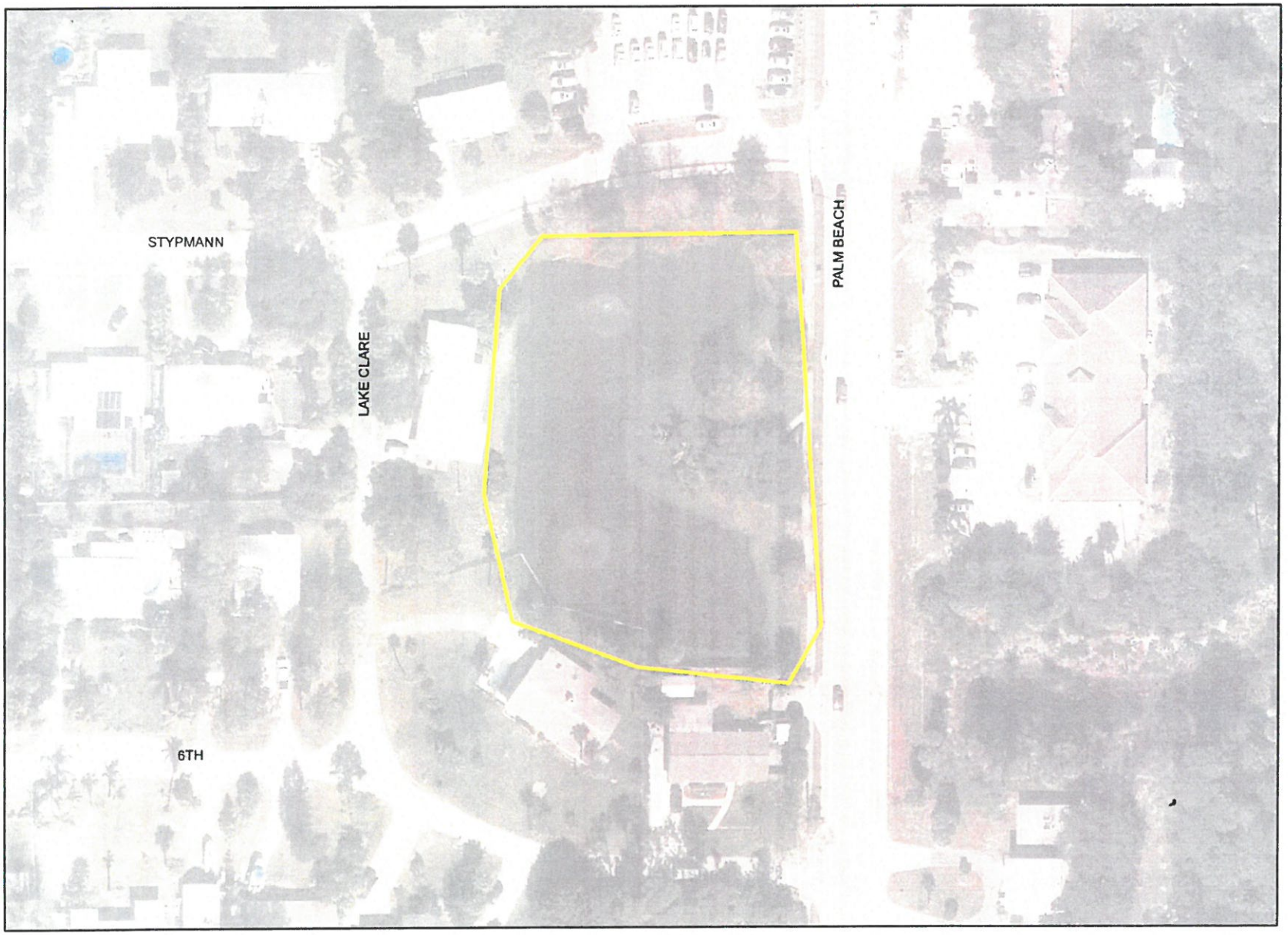
Lake St. Pond Between East & Central
+/- 0.25 Acres



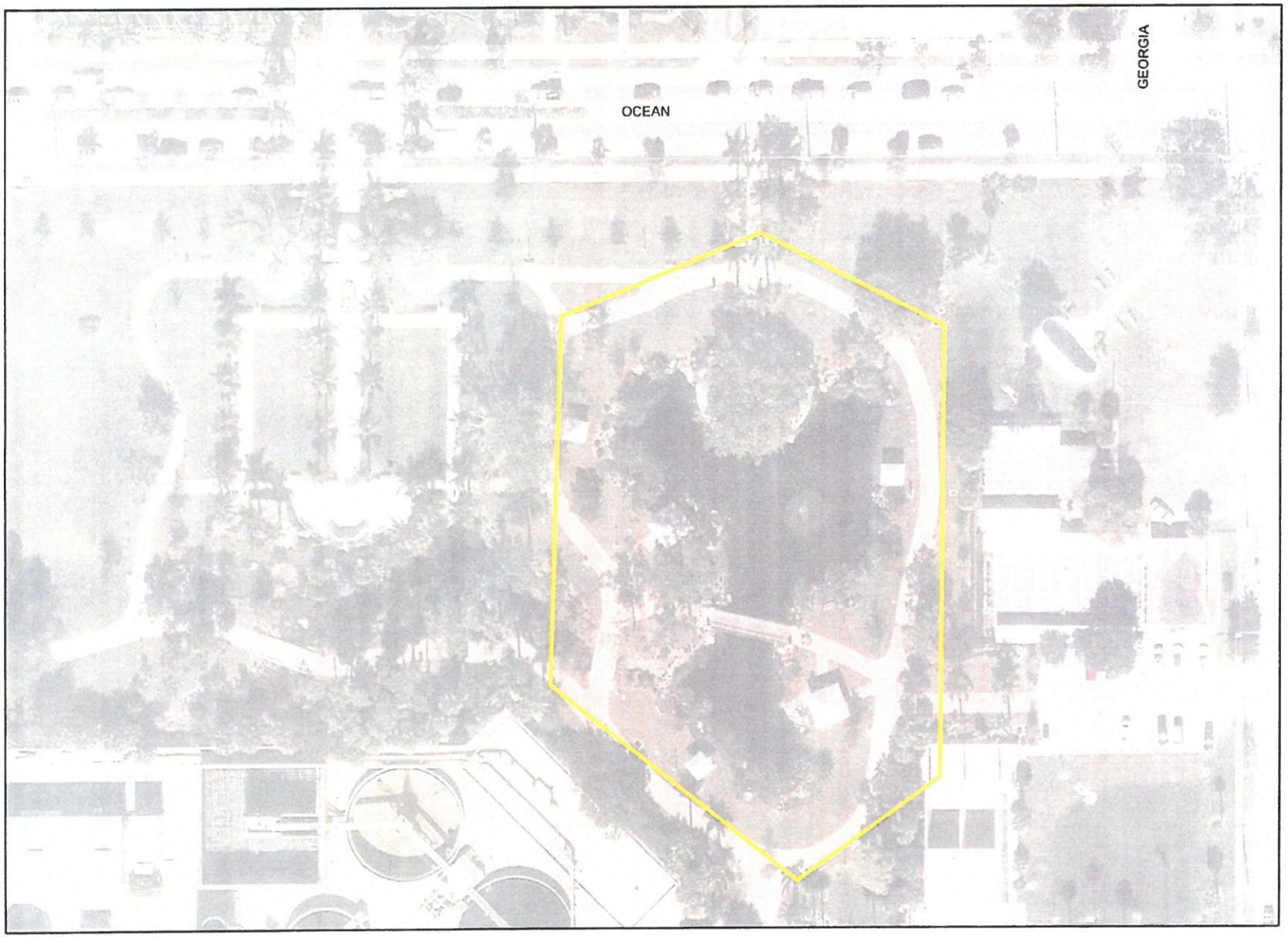
Hospital Pond Fountains



Lake Clare Fountains



Memorial Park Fountain



ATTACHMENT B
"SAMPLE CONTRACT"

3.7 SAMPLE STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

PROJECT: **ITB 2019-103: FLOATING FOUNTAIN REPLACEMENT & QUARTERLY CLEANING**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the _____ day of _____, 2019 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Floating Fountain Replacement and Quarterly Cleaning Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide these Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Floating Fountain Replacement and quarterly cleaning services as provided on the approved schedule.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding these Services as rendered. The services will be those customarily attendant to fountain replacement and quarterly cleanings. The detailed scope of services to be performed and schedule of fees for those services is described in Part III Section 3.1(Contractor's response to ITB #2019-103).

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Services in accordance with Contractor's pricing schedule formalized in "Section III Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. 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.

Section 4. 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.

Section 5. Contractor Responsibility

5.1 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.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him 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.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Milton Leggett, Deputy Public Works Director.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

(name, title)
(mailing address)
(phone/fax)

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to 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 inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 9. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in 1.8 of the Invitation to Bid. 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 contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 13. General Conditions

13.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, 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.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, 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 parties 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.

13.5 Contract Amendment

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

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.

13.6 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.

13.7 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.

Section 14. Public Records

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

Note: 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 PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the 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.

Section 15. Exhibits

The following Exhibits are attached to and made a part of this Contract:

Exhibit A - "Proposal as Submitted by Respondent and Accepted by City"

Exhibit B - "Original Invitation to Bid as Issued by City, including all Addenda"

Exhibit C - "Performance and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

qSignatures are on following page

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:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title