



ITB# 25-06
Boca Ciega Street End Beautification

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Madeira Beach (City) until **1:30 PM April 30, 2025** to provide the construction of the **Boca Ciega Street End Beautification Project**.

Brief Description: The City of Madeira Beach is soliciting sealed bids for the beautification of 5 street end areas located within the Boca Ciega Neighborhood. The street ends currently consist of grass and will be upgraded to include a pervious paver walkway with planters. Four of the street ends will include the installation of irrigation to run to the planter.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the City of Madeira Beach until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda will be given on a thumb drive at the mandatory pre bid conference.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process or technical questions concerning this solicitation should be directed, IN WRITING, to the following:

NAME: Megan Wepfer
TITLE: Public Works Director
EMAIL: Mwepfer@madeirabeachfl.gov

This Invitation to Bid is issued by:

City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
727-391-9951

STANDARD TERMS AND CONDITIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact(s) listed on page 1. Questions should be submitted in writing via email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

Lobbying prohibited. After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective proposers, bidders or offerors, or their agents, representatives or persons acting at the request of such offerors, shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any city officers, agents or employees other than the single point of contact set forth in the solicitation, unless otherwise expressly provided for in the solicitation or otherwise directed by the designated point of contact. This prohibition does not prohibit the making of oral presentations to evaluation committees when invited to do so, nor does it prohibit proposers, bidders or offerors from responding to questions posed by City Commissioners during a public meeting at which contract award is being discussed by the Commission. Otherwise, this prohibition ends upon the execution of the final contract or when the solicitation has been canceled or the renegotiation is terminated.

- i.2 **ADDENDA / CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on Demandstar.com as well as the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check Demandstar.com as well as the City of Madeira Beach Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

- i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes: X
Mandatory Attendance: Yes: X

Date: April 17, 2025 **Time:** 10:00AM **Location:** 135th Ave. & Boca Ciega Ave. Park #1

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

- i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: April 30, 2025

Time: 1:30 PM

Location: City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708

The City will open all bids properly and timely submitted and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the city website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the City of Madeira Beach Building Department.

- i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

- i.6 **BID SECURITY:** Yes _____ No X _____

If so, designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Madeira Beach (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Madeira Beach should the bidder selected fail to execute a contract when requested.

PAYMENT AND PERFORMANCE BOND: Yes X _____ No _____

Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. The form of this payment and performance bond shall be as the form attached to this ITB as **Attachment "A"**.

- i.7 **BID SUBMITTAL TO:** Bids must be delivered by hand, post, or courier service to the address below. Use label at the end of this solicitation package.

City of Madeira Beach
Attn: Public Works Department
300 Municipal Drive, Madeira Beach FL 33708

No responsibility will attach to the City of Madeira Beach, its employees or agents for premature opening of a bid that is not properly addressed and identified.

- i.8 **LATE BIDS:** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Madeira Beach, or any private courier, regardless of whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Madeira Beach, Florida local times. The bidder agrees to accept the time stamp in by the Building Department Office as the official time.
- i.9 **COMMENCEMENT OF WORK:** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.10 **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The city is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The city will not be responsible for any bidder errors or omissions.
- i.11 **FORM AND CONTENT OF BIDS:** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initiated, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The city may require that an electronic copy of the bid be submitted. The bid must provide all information requested and must address all points. The city does not encourage exceptions. The city is not required to grant exceptions and depending on the exception, the city may reject the bid.
- i.12 **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

STANDARD TERMS AND CONDITIONS

i.13 **MODIFICATION / WITHDRAWAL OF BID:** Requests to modify or withdraw a submitted bid **MUST** be in writing and **MUST** be received by the city prior to the day and time bids are opened. Such requests must state the reason for the request, and will be reviewed prior to bid opening, but not acted upon until after bid opening in the sole discretion of the City. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a **MODIFICATION** or **WITHDRAWAL** of the bid. Requests to modify or withdraw a bid will not be considered after bids are opened. Bidders who dishonor their bid shall forfeit their bid bonds.

i.14 **RESPONSIBILITY DISCLOSURES:** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder's performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder's performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.
- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility **MUST** be answered in full and such responses **MUST** be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will **NOT** result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

i.15 **RESERVATIONS:** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The city may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The city is charged by its Charter to make an award that is in the best interest of the city. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.16 **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute

acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

- i.17 **COPYING OF BIDS:** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

- i.18 **CONTRACTOR ETHICS:** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

- i.19 **GIFTS:** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

- i.20 **TRADE SECRETS:** The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret.
2. Of value.
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the city will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

STANDARD TERMS AND CONDITIONS

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

- i.21 **EVALUATION PROCESS:** Bids will be reviewed by the Bid Review Committee and representative(s) of the respective department(s). The city staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.22 **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The city must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) Responsibility. The city will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The city will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) Price. We will then evaluate the bids that have met the requirements above. The City intends to award a contract to the lowest responsive, responsible bidder.
- i.23 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.25 **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a Contract are posted to Demandstar.com as well as the City of Madeira Beach website. **It is the bidder's responsibility to check Demandstar.com as well as the City of Madeira Beach's website at <https://www.madeirabeachfl.gov> to view relevant bid information and notices.**
- i.26 **BID TIMELINE:** Dates are tentative and subject to change.
Release ITB: April 8, 2025, 5PM
Mandatory Pre Bid Meeting: April 17, 2025, 10AM
Questions Due: April 21, 2025, 5PM
Addendums Posted: April 25, 2025, 5PM
Bids due: April 30, 2025, 1:30PM
Open Bids: April 30, 2025, immediately following

Review bids: April 30, 2025, immediately following
Award recommendation: May 28, 2025 BOC Workshop Meeting
Commission authorization: June 11, 2025 BOC Regular
Contract begins: June 12, 2025 Once fully signed

- i.27 **SUBCONTRACTOR DISCLOSURE:** Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will do, and acknowledging that use of such subcontractors shall not absolve the General Contractor/bidder from complying with the terms and conditions of the awarded contract.
- i.28 **CONTRACT DOCUMENTS:** The successful bidder shall, once the City issues its notice of intent to award, execute and return to the City the form of contract attached to this ITB as **Attachment “B”**, which is made a part hereof. This form of contract, along with the terms and conditions of this ITB, including the Attachments and any addenda thereto, as well as the successful bidders bid, shall collectively constitute the contract between the successful bidder and the City. In the event of any conflict between the documents, the order of precedence shall be the form of contract, the terms of this ITB, and then the bidder’s bid.
- S.1 **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Madeira Beach, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR:** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the city, Contractor will defend, indemnify and hold harmless the city from all such claims.
- S.3 **SUBCONTRACTING:** Contractor may not subcontract work under this Agreement without the express written permission of the city. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT:** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT:** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD-PARTY BENEFICIARIES:** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY:** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS:** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE:** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS:**

STANDARD TERMS AND CONDITIONS

- a. **General.** Contractor must procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the city and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

Immigration Compliance: E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Contractor's contract with the Town cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Town that it has registered with and uses the E-Verify system. If Contractor

enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Town develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either

for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Town shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

- S.11 **SALES/USE TAX, OTHER TAXES:** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

- S.12 **AMOUNTS DUE THE CITY:** Contractor must be current and remain current in all obligations due to the city during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the city or fees and charges owed to the city.

- S.13 **OPENNESS OF PROCUREMENT PROCESS:** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the city pursuant to this ITB are exempt from public disclosure until such time that the city provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the city withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the City

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withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Clara VanBlargan, phone: 727-391-9951 300 Municipal Dr, Madeira Beach, FL 33708. Cvanblargan@madeirabeachfl.gov

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Madeira Beach (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the 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) The contractor hereby acknowledges and agrees that if the 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 Section 119.10, Florida Statutes.
- 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 eight (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 (h)2. 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 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS:** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the city may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the city.
- S.15 **BACKGROUND CHECK:** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL:** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT:**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the city may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute

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services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES:** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.20 **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT-OF-INTEREST FLORIDA STATUTES SECTION 112:** Pursuant to F.S. Section 112, the city may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT:** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION:** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS:** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION / PRESERVATION OF IMMUNITY:** Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend

itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Town of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Town expressly reserves these rights to the full extent allowed by law.

- S.26 **WARRANTY:** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES:** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

- S.28 **NO GUARANTEE OF WORK:** Contractor acknowledges and agrees that it is not entitled to deliver any specific number of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the city to purchase, accept, or pay for materials or services which exceed its actual needs.

- S.29 **OWNERSHIP:** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

- S.30 **USE OF NAME:** Contractor will not use the name of the City of Madeira Beach in any advertising or publicity without obtaining the prior written consent of the City.

- S.31 **PROHIBITED ACTS:** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

- S.32 **RISK OF LOSS:** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

- S.33 **SAFEGUARDING CITY PROPERTY:** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

- S.34 **WARRANTY OF RIGHTS:** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION:** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must,

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without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

- S.36 **CONTRACT ADMINISTRATION:** The contract will be administered by the Building Department and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **FUEL CHARGES AND PRICE INCREASES:** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City of Madeira Beach.
- S.39 **NOTICES:** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.40 **GOVERNING LAW, VENUE:** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.41 **INTEGRATION CLAUSE:** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.42 **PROVISIONS REQUIRED BY LAW:** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.43 **SEVERABILITY:** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.44 **SURVIVING PROVISIONS:** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion,

termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

- S.45 **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- S.46 **CERTIFICATES AND PERMITS:** Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.
- S.47 **ATTORNEY FEES:** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or appeal(s).
- S.48 **NO THIRD-PARTY BENEFICIARY:** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit.
- S.49 **CONTRACTOR SAFETY:** Contractor shall comply with the OSHA, Florida Department of Commerce Safety Regulations, and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including 29 CFR 1910 and Florida Statutes Chapter 442 (Occupational Safety and Health). Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:
- (1) All employees on the Work and other persons and organizations who may be affected thereby.
 - (2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Work locations; and
 - (3) Other property at Work locations or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the City's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed. While the City has the right of access to the Work site and to inspect the Work, the City does not undertake any role in overseeing compliance with the Contractor's duties concerning safety stated herein and as may be required by law and professional industry standards.

DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Madeira Beach (City) is located on the West Coast of Florida in the Tampa Bay region. The City of Madeira Beach is a Gulf Coast barrier island community with an estimated permanent population of 5,000 residents, is home to the historic John's Pass Village, and our beach boasts a pristine 2-mile long stretch of sand.
2. **SCOPE OF WORK.** The City of Madeira Beach (City) is seeking to contract with a Contractor for the beautification of five (5) street ends located within the Boca Ciega Neighborhood. The street ends currently consist of grass and will be upgraded to add pervious paver walkways, planters and irrigation. The Contractor will construct the project pursuant to the plans and specifications attached to this ITB as **Attachment "C"**, which is incorporated herein and made a part hereof.
3. **QUALIFICATIONS.** The contractor shall provide proof of workmanship and knowledge of the project scope. Please include any previous projects that were close in nature.
4. **DELIVERY.** Delivery hours, if needed, are from 8:00am to 4:00pm, Monday through Friday.
5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- C. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.
- D. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

OTHER INSURANCE PROVISIONS

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Auto Liability policies. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Madeira Beach
Attn: Public Works Department, ITB #25-06
300 Municipal Drive Madeira Beach, FL 33708

- a. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- b. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- c. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **BEGINNING DATE OF PROJECT.** June 12, 2025

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **PRICES.** All pricing shall be firm; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

BID SUBMISSION

1. **BID SUBMISSION.** It is recommended that bids be hand-delivered to the Madeira Beach Public Works Department. For bids mailed and/or hand-delivered, bidder must submit one (1) electronic format on a Thumb Drive, in a sealed container using the label provided at the end of this solicitation.
2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
 - Bid container properly labeled
 - Electronic PDF Thumb Drive
 - Bid pricing form
 - Exceptions/Additional Materials/Addenda form
 - Vendor Information form
 - Scrutinized Companies form(s) as required
 - Offer Certification form
 - Attachment "A" (Performance & Payment Bond), signed and notarized
 - Attachment "B" (Contract & Bid Bond), signed & notarized

W-9 Form to be provided by Bidder (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach the Boca Ciega Street End Beautification Project, per the signed and sealed plans at the price(s) stated in **Exhibit A – Bid Pricing**.

Exhibit A – Bid Pricing

Note: The City requires a 5% contingency amount, in addition to the contract amount, for any incidentals.

GRAND TOTAL OF BID (labor, materials and 5% contingency) \$_____

PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless City Commission approval is required. Any portion of an invoice covering Work or materials which are disputed by the invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until all conduit, junction boxes, and other required equipment or materials are installed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount, will be withheld.

Vendor: _____

Date: _____

Schedule of Values

LANDSCAPE

Project: Boca Ciega Street End
Beautification Project

County: Madeira Beach, Florida

This Schedule of Values form is tool that will be used by the City when items necessary for the project are added or removed from the Lump Sum Contract. It will be used during the Pay Application process. It is a form that may be modified and may not include all items that are required in the plans. Items may be added, based on your bid, to account for all items in the Plans. Contact the Project Administrator if you have any questions prior to submitting this form.

| ITEM | COMMON NAME | DESCRIPTION | | UNIT | UNIT PRICE | COST |
|--|-----------------|---|----------|------|------------|--------|
| SMALL PLANTS * Subject to Change | | | | | | |
| Agave | Blue Glow Agave | 3 GAL, 10"-12" HT X 18"-24" SPD, FULL. | 6 | EA | | \$0.00 |
| Agave | False Agave | 15 GAL, 2'-4' HT, X 2'-3' SPD, STANDARD | 3 | EA | | \$0.00 |
| Agave | False Agave | 3 GAL, 12"-14" HT X 12"- 14" SPD, FULL | 36 | EA | | \$0.00 |
| | | | | | | |
| LARGE PLANTS * Subject to Change | | | | | | |
| Adonidia merrillii | Christmas Palm | B&B, 10' -12' HT, TRIPLE FLORIDA NO. 1 | 2 | EA | | \$0.00 |
| Conocarpus erectus f. sericeus | Buttonwood | B&B, 12'-14' HT, 3'-4' SPD, 3" CAL, STANDARD TRUNK, FLORIDA NO. 1 | 1 | EA | | \$0.00 |
| Prunus angustifolia | Chickasaw Plum | B&B, 8' HT, 3'-4' SPD, 2" CAL, STANDARD TRUNK, FLORIDA NO. 1 | 1 | EA | | \$0.00 |
| * Every item in the plans that are necessary to install the plants is included in the Unit Price. Those items include but are not limited to: | | | | | | |
| Site preparation | | | | | | |
| Plant | | | | | | |
| Shipping | | | | | | |
| Installation | | | | | | |
| MYCORRHIZAL INOCULANT for each plant type | | | | | | |
| FERTILIZER | | | | | | |
| MULCH (PINE STRAW, MINI PINE BARK NUGETS) for each | | | | | | |
| plant and mulch beds | | | | | | |
| Water and watering | | | | | | |
| Backfill material | | | | | | |
| Warranty | | | | | | |
| Plant care during construction period | | | | | | |
| STAKING & BRACING for each plant type | | | | | | |
| | | | | | | |
| HARDSCAPE | | | | | | |
| Pedestrian Permeable Pavers | | | 3,608.00 | SF | | \$0.00 |
| Vehicular Permeable Pavers | | REMOVED FROM PROJECT | 4,476.00 | SF | | \$0.00 |
| Bedding Layer (2" ASTM #8 Stone) | | | 48.04 | CY | | \$0.00 |
| Paver Base Layer (6" ASTM #57 Stone) | | | 144.13 | CY | | \$0.00 |
| Geotextile Filtration Fabric | | | 8,561.00 | SF | | \$0.00 |
| Aluminum Edge Restrain Pavers | | | 1,344.00 | LF | | \$0.00 |
| Crushed Shell Rock | | | 3.60 | CY | | \$0.00 |
| Concrete mow curb | | | 12.00 | LF | | \$0.00 |
| Wall block | | | 165.00 | LF | | \$0.00 |
| MOBILIZATION & DEMOBILIZATION | | | 2.00 | Ea | | \$0.00 |
| Performance Bond = 2% of the Sub Total | | | 2.00% | | | \$0.00 |
| Subtotal of Project | | | | | | \$0.00 |
| CONTINGENCY | | | 10.00% | | | \$0.00 |

Grand Total Lump Sum Price

\$0.00

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

_____ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.madeirabeachfl.gov> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

| Addenda Number | Initial to acknowledge receipt |
|----------------|--------------------------------|
| | |
| | |
| | |
| | |
| | |

Vendor Name _____ Date: _____

VENDOR INFORMATION

Company Legal / Corporate Name: _____

Doing Business as (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email address: _____ Website: _____

State License#: _____ PCCLB License #: _____

DUNS #: _____

Remit to address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: _____

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____ or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Madeira Beach.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

..... For US Mail

SEALED BID

| |
|------------------------------|
| Submitted by: Company |
| Name: |
| Address: |
| City, State, Zip: |
| ITB # 25-06 |
| Due Date: |

City of Madeira Beach
Attn: **Public Works Department**
300 Municipal Drive
Madeira Beach FL 33708

..... For US Mail

_For Hand Deliveries, FEDEX, UPS or Other Courier Services _

SEALED BID

| |
|------------------------------|
| Submitted by: Company |
| Name: |
| Address: |
| City, State, Zip: |
| ITB # 25-06 |
| Due Date: |

City of Madeira Beach
Attn: **Public Works Department**
300 Municipal Drive
Madeira Beach FL 33708

_____ For Hand Deliveries, FEDEX, UPS or Other Courier Services _____

ATTACHMENT "A"

**PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND**

Bond No. _____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of \$_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20____, between Principal and Owner, which contract was awarded pursuant to ITB #20-08, for construction of the build-out of the downstairs office suite, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is the build-out of the downstairs office suite at the City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20_____.

(Name of Principal)

(Name of Surety)

ATTACHMENT "A"

By: _____
As Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
by _____ (name and title of corporate officer) of
_____ (name of corporation), a _____ (state or place of
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or
has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this ____ day of _____, 20__ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and _____, of the City of _____, County of _____, and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

PROJECT NAME: Boca Ciega Street End Beautification Project

PROJECT # ITB No. 25-06

in the amount of \$ _____

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID**, and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS, AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

CONTRACT

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **\$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **\$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractor's own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2019), specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and 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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

City of Madeira Beach:

Attest:

By: _____

Mayor: Anne-Marie Brooks

By: _____

City Clerk: Clara Vanblargan

{Insert Name of Contractor}

By: _____

Print Name: _____

Title: _____

CONTRACT

Exhibit A – CONTRACTOR BID RESPONSE

Exhibit B – CITY INVITATION TO BID

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

**CITY OF MADEIRA BEACH
IN PINELLAS COUNTY, FLORIDA**

By: (SEAL) City Manager

Countersigned:

By: _____
Mayor: Anne-Marie Brooks

(Contractor must indicate whether Corporation,
Partnership, Company or Individual.)

(The person signing shall, in their own handwriting,
sign the principal's name, their own name, and
their title; where the person is signing for a
Corporation, they must, by Affidavit, show their
authority to bind the Corporation).

Attest:

City Clerk: Clara Vanblargan

Approved as to form:

City Attorney: Tom Trask

(Contractor)

By: _____ (SEAL)

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA

COUNTY OF _____

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That they are the _____ (TITLE) of _____, a Florida Corporation, with its principal place of business located at _____ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the _____ day of _____, 20 with the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

PROJECT NAME: Boca Ciega Street End Beautification Project

CITY PROJECT # ITB No. 25-06

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of _____ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

AFFIANT

This _____ day of _____, 20 _____

By: _____

NOTARY PUBLIC

My Commission Expires:

PRESIDENT

BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, who's address is _____
_____, are held and firmly bound unto the
City of Madeira Beach, Florida, in the sum of _____
Dollars (\$ _____) (being a minimum of 5% of Contractor's Total Bid Amount) for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of _____
_____ as Principal, and _____ as Surety,
for work specified as: _____

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and
specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the
above named bidder, and the said bidder shall within ten days after notice of said award enter into a
contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by
the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law
and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 20 ____

(Principal must indicate whether corporation, partnership,
company or individual)

Principal: _____

By: _____

Title: _____

Surety: _____

(The person signing shall, in their own handwriting,
sign the principal's name, their own name, and their
title; where the person is signing for a Corporation,
they must, by Affidavit, show their authority to bind
the Corporation).