



City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

June 5th, 2024
De Queen AR.

RE: ITB 2024-05 - Purchase & Delivery of ADA Restroom Trailer.

To: City of Madeira Beach,

Thank you for considering us on your project and it will be great to be working with you again. We were the manufacturer for your unit at Tom & Kitty Stuart Park in 2021.

We have recently completed similar units for Province of Newfoundland, City of Abilene Texas, VA Medical Center of Palo Alto, U.S. Department of Energy, City of Austin, Houston Metro Transit Authority, Moore County NC, City of Bangor Maine, California Red Cross, City of Lakeville Massachusetts, Texas State Parks, Oregon State Parks, Florida State Parks and Missouri State Parks. Another item to note is that we are the manufacturer of the units and not a 3rd party.

Our units are completely composite construction meaning there is no wood used in the process so the issue of rot will never be present. Many others in the industry use the terms "Marine Grade" or "Fiberglass Flooring" but there is still wood in their units. We also distinguish ourselves by our patented lowering suspension system and folding tongue. We recommend our Champagne Aluminum Color for the exterior. In our history it is the longest lasting color that survives fading and scratches. The appearance is similar to an Airstream Camper.

In closing AMS Global Incorporated has been in the portable restroom and shower trailer business for over 20 years and we pride ourselves on our manufacturing capability, attention to detail and longevity in this business. Over our last 20 years we have seen many manufacturers come in and out of this industry and we want our customers to rest assured that we will be here when you need us.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Tim Blevins", with a long horizontal flourish extending to the right.

Tim Blevins
AMS Global Inc.
107 Mitchell Lane
De Queen, AR. 71832
(800)789-1212

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AMS Global Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

107 Mitchell Lane

6 City, state, and ZIP code

DeQueen, AR 71832

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 8 4 9 5 8 3 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Clint N...

Date ► 1-24-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



OML 16 ADA 3ST1U J

Unit Length: 16.9'''

Unit Width: 77''

Chassis Construction: 3/8'' Tubular Steel

Flooring: 1/8'' Steel Decking with Rubber Coin Flooring Overlay

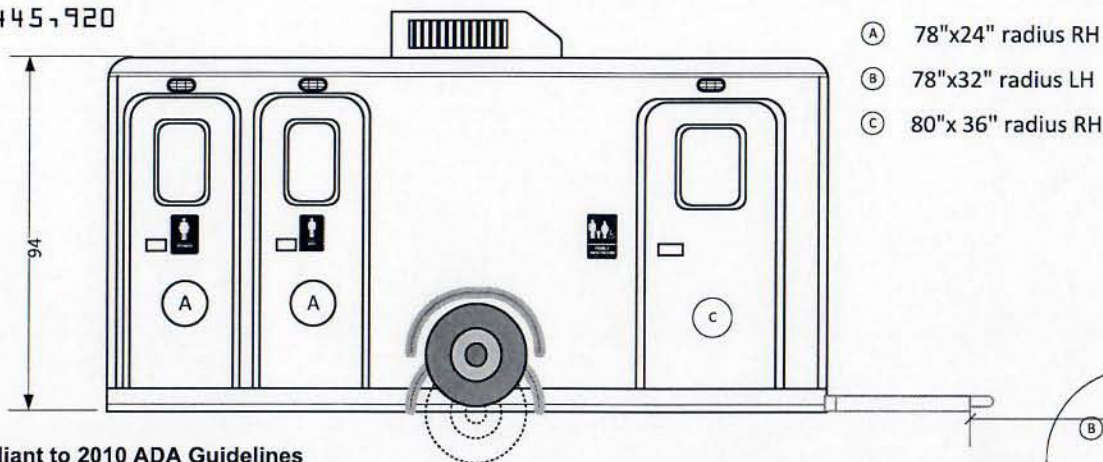
Frame: 1.5'' & 2'' Coated Tubular Steel

Sheeting: .040 Aluminum wall panels and seamless roof.

In addition this unit will include

- 15,000 BTU A/C with 5,000 BTU Heat Pump
- All metal and composite construction
- Painted interior walls to resist corrosion per our specs
- Corrosion Resistant Undercoating Tectyl 351-S
- Trailer mounted fully ADA Compliant Stainless Steel Hand Rails & Aluminum Ramp
- LED Exterior & Interior Lighting with Motion Sensors
- Patented Removeable Tongue.
- 17'' Radial Tires with 16 ply with dual 7000lb axels
- All electric Braking system
- Electric Jack System with 16,000 lb lift capacity & remote control
- 60'' Turning Radius in ADA Stall
- ADA Stall will contain fully compliant ADA fixtures including a Jets Vacuum Toilet, marine grade porcelain sink, stainless steel soap dispenser and safety backed glass mirrors.
- Challenger Doors with obscure windows in each door and Falcon Deadbolt Assembly
- Nudo Vandal Resistant Pebble Surface PVC Interior Walls
- American Standard Sinks with Moen Metered Faucets.
- ADA compliant grab bars and side grab bars
- Jets 15MB (Pint Per Flush) Vacuum Pump System
- Floor Drains in each room
- Spare Tire
- Up to 2,000 flush waste tank capacity (250G)
- Other Specs as listed in bid sheet

20-98445-920



Omega Lite 16 ADA 3ST1U

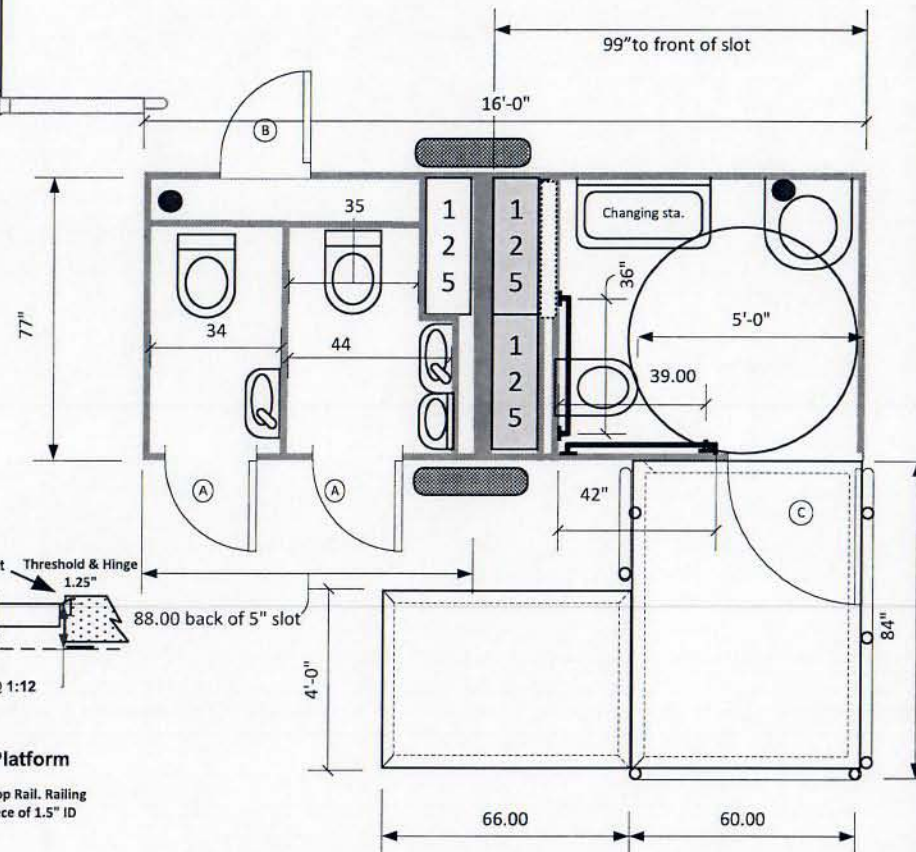
ADA compliant to 2010 ADA Guidelines
 Lowers to ground & Container Shipable
 Removeable trailer tongue
 Porcelain wall hung fixtures
 375 gl tank storage Custom to your specifications
 Rotationally molded vertical tanks
 Stainless Steel Towel, tissue and soap dispensers
 Rubber coin over steel flooring Electric Brakes
 3 Jets Marine Toilets & ULTIMA VOD Vacuumator
 Uses around one pint per flush with auto flush urinal
 Air Conditioned 16,000btu / 5,500 btu heat
 Ducted ventilation Obscure skylights in radius doors
 Vandal resistant pebble finished wall panels
 Double foil radiant barrier insulation
 Retractable TorFlex suspension
 16 x 6.75 14 ply Radial Tires & Easy-Lube bearings
 All metal and composite construction
 LED 50,000 hour burn automatic lighting and trailer lighting
 Dawn to dusk LED porch lighting
 Liquefies all waste paper and hygienic products
 Self Pumping to Sewer Tap up to 100 yards w/10' head
 One 50 amp/240 ac power inlet
 Aluminum ADA ramp w/Stainless steel railing
 4" curbs are optional on ADA landing
 Changing station standard
 2000 flushes at Max
 Option: Winterpackage with 3 Aux. heaters



Handrails

Top Height 36" above Platform

Top of Cross Bars 14" below bottom of Top Rail. Railing
 1.5" OD Diameter and slides into 4" piece of 1.5" ID
 pipe welded to landing.



This document is the property of and contains unpublished proprietary information and trade secrets of A.M.S. Global Inc. By accepting possession of the document the recipient agrees to make no copies transcriptions or any use of this document or the information contained herein except as authorized by A.M.S. Global Inc. and further agrees to safe keep this document and return it to A.M.S. Global Inc. upon demand.

These restrooms are designed to be compliant with all current guidelines as we are aware of. Many guidelines have gray areas and points open to interpretation. Different entities may have differed interpretations or local differences. We suggest getting approvals of final plans from the authorities in the local the unit will be placed

Approved by









300 Municipal Drive
Madeira Beach, Florida 33708
Feb 727-391-9951
Fax 727-395-9361
www.madeirabeachfl.gov

May 31, 2024

ADDENDUM #1

ITB #2024-05 Purchase of ADA Restroom Trailer

B

PREPARED BY:

City of Madeira Beach
300 Municipal Dr.
Madeira Beach, FL 33708

THIS ADDENDUM #1 ADDED: Question

Question

Concerning the ADA access for this project, there are two options:

1. A non-lowering trailer, which would require 24' of ramp and a 5' x 5' platform; or
2. A lowering trailer which only requires an 8' ramp (this option eliminates the need for torsion axles and a stabilizer system). This model is much easier to set-up/breakdown.

Do you have a preference?

Answer

I do not have a specific preference but we are right on the Gulf of Mexico so which ever will hold up to our elements the best and as long as it meets ADA requirements.

Click the link below to access all documents related to this RFP:

[DemandStar](#)

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 vendor for the purchase of an ADA Restroom trailer that will consist of 2 stalls and 1 ADA for a total of 3 stall minimum. The City may purchase a used restroom trailer that meets the below standards.

The trailer must have the following:

- A holding tank for waste (not a bladder system) - Tanks On Board
- A/C of no less than 13,500 BTU - 15,000BTU A/C with 5K BTU Heat Pump
- 3 individual bathroom stalls (1 ADA) minimum no larger than 4 stalls - Yes
- Metal framed construction - All Steel. No Wood
- ADA Compliant Ramp with handrails - Yes
- Torsion axles - Yes
- Sinks in all the stalls - Yes
- Spare Tire - Yes
- Stabilizer system - Yes. Electric Remote Controlled Jack System
- Exterior and Interior Lighting - Yes
- Vinyl Flooring with drain system - Yes

****BIDDER IS TO PROVIDE BROCHURES AND CATALOG OF PORTABLE RESTROOM TRAILER BEING OFFER UPON SUBMISSION OF BID**** Trailer will have similar look to your prior purchase.

3. **DELIVERY.** Upon Issuance of a purchase order, the bidder shall deliver the portable restroom trailer within 60 - 90 days to the City of Madeira Beach. Delivery hours, if needed, are from 8:00am to 3:00pm, Monday through Friday.
4. **WARRANTY.** The bidder shall provide a full one (1) Year factory warranty on all products furnished against defect in materials, shelf life, and/or workmanship. Unless the bidder is submitting a bid for a used bathroom trailer than it will need to be covered by a six (6) month warranty. The factory warranty or warrenty shall become effective on the date of delivery and acceptance by the City of Madeira beach. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace some at no cost to the City.
5. **F.O.B POINT.** All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. The exact delivery point will be indicated on the purchase order.

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 eight (8) signed original bids and 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.
 - 1 (ONE) Original and 1 (ONE) PDF USB Electronic copy
 - Bid pricing form
 - Additional Materials / Addenda
 - 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 complete build-out of the downstairs office suite, per the signed and sealed plans at the price(s) stated in **Bid Pricing**.

Supply and Delivery of one portable restroom trailer per specifications and conditions listed in the ITB.

TOTAL COST OF RESTROOM TRAILER \$ 76,000

Delivery will be made within 90 days (not to exceed 90 days) from receipt of City Purchase Order.

Are you shipping product with common carrier (UPS, FEDEX) YES: _____ NO: X

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: 
_____ AMB Global Inc.

Date: 6/5/24

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

 X 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
1	B

Vendor Name


AMS Global Inc

Date: 6/5/24

VENDOR INFORMATION

Company Legal / Corporate Name: AMS Global Inc.

Doing Business as (if different than above): _____

Address: 107 Mitchell Lane

City: De Queen State: AR Zip: 71832

Phone: (800) 789-1212 Fax: NA

Email address: megt@amsglobal.us Website: www.amsglobal.us

State License#: 58718115-02 Arkansas PCCLB License #: NA

DUNS #: 825315497

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: Meg Taaffe Fax: _____

Phone: (903) 278-0982 E-Mail Address: megt@amsglobal.us

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

Name: Clint Nelson Fax: _____

Phone: (870) 784-8962 E-Mail Address: clint@amsglobal.us

_____ 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

Tim Blevins

Printed Name

CEO

Title

AMS Global Inc.

Name of Entity/Corporation

STATE OF Arkansas

COUNTY OF Sevier

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this 5 day of JUNE, 2024.

by TIM BLEVINS (name of person whose signature is being notarized) as the CEO (title) of AMS GLOBAL INC. (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

MARGARET TAAFFE

My Commission Expires: 08/23/2028

NOTARY SEAL ABOVE



Margaret Taafe

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: AMS Global Inc

Signature: 

Printed Name: Tim Blevins

Title: CEO

Date: 6/5/24

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

.....For US Mail

SEALED BID

Submitted by: Company
Name: AMS Global Inc
Address: 107 Mitchell Lane
City, State, Zip: De Queen AR., 71832
ITB #2024-5, Purchase ADA Restroom Trailer
Due Date: June 11, 2024 at 1:30 P.M.

City of Madeira Beach
Attn: **Building 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: AMS Global Inc.
Address: 107 Mitchell Lane
City, State, Zip: De Queen AR., 71832
ITB #2024-05, Purchase ADA Restroom Trailer
Due Date: June 11, 2024 at 1:30 P.M.

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

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

ATTACHMENT "A" 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 AMS Global Inc. _____, of the City of De Queen Arkansas _____, County of Sevier _____, 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: Purchase ADA Restroom Trailer

PROJECT # ITB No. 2024-05

in the amount of \$ 76,000.00

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 ALL EXHIBITS**, 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

By: _____
City Clerk

{Insert Name of Contractor}

By:  _____

Print Name: Tim Blevins

Title: CEO

CONTRACT

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 Jim Rostek

Attest:

City Clerk

Approved as to form:

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

City Attorney

 CECU

(Contractor)

By: _____ (SEAL)

(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).

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA - Arkansas

COUNTY OF Sevier

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

That they are the CEO (TITLE)
of AMS Global Inc, a Florida Corporation, with its
principal place of business located at 107 Mitchell Lane, De Queen AR. 71832
(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: Purchase ADA Restroom Trailer

CITY PROJECT # ITB No. 2024-05

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 \$76,000 (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

This 5 day of JUNE, 20 24

Margaret Taaffe
NOTARY PUBLIC

My Commission Expires: 08/23/2028

AFFIANT

By: [Signature]

PRESIDENT

MARGARET TAAFFE
SEVIER COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXPIRES AUG. 23, 2028
COMMISSION NO. 12705315