

**AGREEMENT #F2018105/MAR-SEAWALLS/1819
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3366

(Hereinafter "**CITY**") and

Marine Contracting Group
8260 Pascal Drive
Punta Gorda, FL 33950
Tel: (941) 505-0221

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

ARTICLE 1. - WORK

All work to be performed in accordance with this Agreement shall be completed in a timely and professional manner. The Work/Commodities under this Agreement may be the whole or only a part is generally described as follows:

SEAWALL REPLACEMENT – PROGRAM AND REPAIRS

This Agreement may not be used for FEMA eligible storm event repairs.

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

REPRESENTATIVE – Canal Maintenance Supervisor, or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

CONTRACT MANAGER - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

CONTRACT ADMINISTRATOR – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – AGREEMENT TERM

A. **AGREEMENT TERM:** This Agreement shall be for a three (3) year period, which shall commence on April 17, 2019. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the CONTRACTOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original Agreement, whichever period is longer. This Agreement will automatically renew for a three (3) year period under the same terms and conditions and current pricing unless written notice of non-renewal is issued ninety (90) calendar days prior to the expiration date by either the CITY or the CONTRACTOR. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

B. **NON-EXCLUSIVE AGREEMENT:** No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. **ORDERING:** The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. **FISCAL YEAR PURCHASE ORDER:** CONTRACTOR will receive a purchase order for each fiscal year that the Agreement is in existence at the prices stated in this Agreement.

E. **APPROPRIATION OF FUNDS:** If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. - REQUESTING SERVICE, RESPONSE TIME AND REPORTING REQUIREMENTS

A. **FISCAL YEAR WORK ASSIGNMENT:** All fiscal year work must be completed and accepted by the City by September 30th of the fiscal year work was issued.

B. All work issued under this Agreement shall be through a Statement of Work (SOW) and agreed to by both parties. The CITY REPRESENTATIVE will provide a Work Assignment List to the Contractor for all work to be completed during the assigned fiscal year in addition to the SOW specifically identifying the location with work to be performed. This list will be subject to change as may be deemed necessary by the City.

- (1) The CONTRACTOR is solely responsible for scheduling the work issued, crews and equipment must be maintained.
- (2) The City Representative will provide a spread sheet that indicates each location/address with estimated lineal feet of seawall to be replaced, unit prices and extended prices.
- (3) The CONTRACTOR must contact the City Inspector if they identify quantities that are greater than the quantities stated on the SOW spreadsheet for further direction.
- (4) The CONTRACTOR must notify the CITY REPRESENTATIVE if there is a safety issue or condition is found that will impact the work.

C. The CONTRACTOR must review the SOW spreadsheet, identify start and completion dates and submit the signed SOW spreadsheet to the CITY REPRESENTATIVE for the CITY's review and acceptance. Once accepted the CITY REPRESENTATIVE will issue the executed SOW to the CONTRACTOR as approval to begin services.

- D. **RESPONSE TIMES –** The CONTRACTOR must adhere to the following response times for various phases of work:
- (1) Seawall Panels – Seawall Panels must be installed no later than seven (7) consecutive calendar days after excavation.
 - (2) Seawall Caps - Seawall caps shall be poured no later than seven (7) consecutive calendar days after the last seawall panel has been placed for each property.
 - (3) Tiebacks and Dead Men - Tie backs shall be welded no later than seven (7) consecutive calendar days after the seawall cap has been poured for each property.
 - (4) Fill Material, Backfilling and Grading – Must backfill behind the seawall no later than fourteen (14) calendar days after seawall cap is poured for each property.

(5) Sodding - Sod shall be placed within seven (7) consecutive calendar days after final grade of backfill for each property.

(6) Restoration of Staging Areas – The CONTRACTOR must restore staging areas within seven (7) consecutive calendar days after project completion of assigned work locations in the immediate area.

E. REPORTING REQUIREMENTS – The CONTRACTOR must provide the CITY REPRESENTATIVE with the following reports:

(1) Weekly Report

- a. Weekly Reports are due each Wednesday of this Agreement.
- b. This report must specifically state the progress of each on-going location/address as identified on Statement of Work (SOW) spreadsheet, which may include lineal feet of seawall or cap installed, tiebacks welded, backfill completed, sodded, explanation of delays (i.e. waiting a seawall cap crew, sod) and date work will resume if a delay.
- c. This report can be emailed to Catherine Miller, Canal Maintenance Supervisor at cmiller@pgorda.us.

(2) Monthly Status Report –

- a. Monthly Reports are due no later than the first business day of the month for the preceding month.
- b. CITY REPRESENTATIVE will provide the CONTRACTOR with the Excel template for this report. Each spreadsheet must list all the locations/addresses as indicated on SOW spreadsheet issued with numbers and locations and indicate the state of the project. Along with monthly status reporting, the Contractor must submit a schedule for work proposed for the next thirty (30) calendar days. The schedule must also indicate proposed staging areas for each site

F. If it appears the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the CITY may order the CONTRACTOR to take such steps as necessary to complete this Agreement within the period of time specified or to prosecute the work in a satisfactory manner. If the CONTRACTOR fails to comply with such order within two weeks after receipt of the order, the CITY will have the right to declare the contract in default.

G. Liquidated Damages - CITY and CONTRACTOR recognize that time is of the essence for completing requested services and that CITY will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay City One Hundred Dollars (\$100.00) for each day that expires after the time specified on any executed Statement of Work, which is the result of this Agreement. If CONTRACTOR neglects, refuses or fails to complete the Work within the time specified in any executed Statement of Work for completion and readiness for final payment or any proper extension thereof granted by CITY, the CONTRACTOR shall pay CITY One Hundred Dollars (\$100.00) for each day that expires after the time specified in this Agreement.

H. Completion of Work - Upon completion of work and before acceptance of final payment, the CONTRACTOR shall complete Release of Liens forms in accordance with this Agreement. The CONTRACTOR is to remove all equipment and temporary structures from all right-of-ways and adjacent property. Any surplus materials or rubbish must be discarded at the CONTRACTOR's expense. Restoration of property, both public and private, roadways and waterways, which may be damaged while performing work, shall be restored to previous existing condition at the CONTRACTOR's expense.

I. REMOVAL OF EQUIPMENT – The CONTRACTOR shall remove from the waterway and restore all areas within seven (7) calendar days after completing work. The CONTRACTOR agrees to credit the CITY in an amount of \$200.00 per calendar day for failure to comply with this requirement, but not as a penalty. The CITY reserves the right to cancel this Agreement in its entirety should the CONTRACTOR fail to meet the response time or performance requirement five (5) times within any six (6) month period.

ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service

to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 7. – AGREEMENT PRICING

A. DELIVERED PRICES: Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB DESTINATION: CITY SERVICE AREA. Agreement prices must be inclusive of all labor, materials, equipment, freight, handling, delivery, surcharges, AND any other incidental charges that may be required for the completion of this Agreement. Agreement price schedule is defined in Exhibit A.

B. PRICING STRUCTURE: CONTRACTOR agrees to supply the CITY the items and/or services based on the below price structure:

- i) Labor and/or specific services or commodity related unit prices must remain fixed for the first year of this Agreement.
- ii) Parts/Materials work/repairs not specifically identified in Exhibit A: The CONTRACTOR'S markup over their cost for parts, materials, rentals and sublet/subcontracted services is defined as seven percent (7%) and shall remain fixed for the term of this Agreement.

C. PRICE ADJUSTMENTS:

1. MAXIMUM PERCENTAGE INCREASE: The CONTRACTOR and the CITY agree to establish a maximum percentage increase for the second and third years of this initial Agreement term. The CONTRACTOR is responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

- a. Second year of the initial Agreement's maximum percentage increase is defined as 5%.
- b. Third year of the initial Agreement's maximum percentage increase is defined as 5%.

2. The CITY will allow one (1) price adjustment in the second year of this initial Agreement and one (1) price adjustment in the third year of this initial Agreement. It will be at the CITY's discretion to continue the second

and/or the third year of this initial Agreement. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. Price adjustments during the second and third year of this initial Agreement will be allowed, but shall not exceed the maximum percentage increase proposed for that period. The requested adjustment must be submitted to the CONTRACT ADMINISTRATOR accompanied by substantiating proof of necessary increase (i.e. inflationary surge in fuel, wages, insurance, etc). In this event, written justification itemizing the adjustments and stating the percentage of increase must be forwarded to CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR will compare the requested price increase with the CPI index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request and other applicable indices. If justified and approved, this request will become effective thirty (30) calendar days from the date the notice was received by CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) calendar days from City receipt of request). If the CONTRACTOR fails to justify the requested increase, CITY reserves the right to reject the price increase and cancel the balance of this Agreement.

4. Equitable Adjustments: The CITY may, in its sole discretion, make an equitable adjustment in this Agreement's terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just this particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of this Agreement would result in a substantial loss. Any and all equitable adjustments will be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR periodically to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

5. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

6. AGREEMENT RENEWAL

a. Price adjustment, during a renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.

b. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

ARTICLE 8. – PAYMENT TERMS

A. The payment terms agreed upon by the CITY and CONTRACTOR are Net 25. The method of payment is EFT.

B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

C. RETAINAGE CITY shall retain ten percent (10%) of the gross amount of each monthly Invoice or Application for Payment or ten percent (10%) of the portion thereof approved by the REPRESENTATIVE for payment, whichever is less. Such sum will be accumulated and not released to CONTRACTOR for sixty (60) consecutive calendar days after work is completed, inspected and accepted by the CITY REPRESENTATIVE unless otherwise agreed to by the CITY in accordance with Florida Statute 255.078.

D. PROGRESS PAYMENT. CONTRACTOR must furnish a notarized Release of Lien from all Lienors that filed a "Notice to Owner" to the CITY, except for the first progress payment, with every application for payment. The Release of Lien shall cover the time period up to and including the previous progress payment work in place date. CITY REPRESENTATIVE will validate and certify the work in place has been completed as indicated in the Application for Payment. CITY REPRESENTATIVE will submit complete and correct Applications for Payment to Procurement for processing. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for any progress payment, when deemed necessary.

E. FINAL PAYMENT ON SOW. Upon final completion of all work on an assigned SOW and CITY'S inspection and acceptance of the Work for each Statement of Work issued and in accordance with this Agreement, CITY shall pay the remainder of the Agreement Price as recommended by the REPRESENTATIVE upon receipt of a FINAL RELEASE OF LIEN form from all subcontractors and supplies prior to release of final payment. In addition, the CONTRACTOR must submit a

completed CONTRACTOR'S AFFIDAVIT TO OWNER. The form must be signed by the CONTRACTOR and notarized. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for final payment of any Statement of Work.

F. FINAL PAYMENT AND SUBMITTALS AT THE EXPIRATION OF THIS AGREEMENT.

1. The CONTRACTOR shall forward the "Consent of Surety Company to Final Payment" form and a completed CONTRACTOR'S AFFIDAVIT TO OWNER prior to the release of final payment.

2. PROJECT RECORDS

a. CONTRACTOR elected to assume full responsibility to keep and maintain all public records to perform the service under this Agreement. The CONTRACTOR is fully responsible to meet all applicable requirements for retaining public records in accordance with CHAPTER 119, FLORIDA STATUTES.

3. The CITY reserves the right to request the CONTRACTOR to provide the CITY with "Consent of Surety" for final payment of any Statement of Work.

4. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

ARTICLE 9. – WARRANTY/GUARANTEES

A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR's default.

B. SPECIFICATION WARRANTY. The CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

C. GUARANTEE. The CONTRACTOR must guarantee all work for a period of one (1) year from the date of final completion of all work assigned on an individual SOW and the CITY'S inspection and acceptance of work.

1. CHANGES REQUIRED IN CONNECTION WITH GUARANTEED WORK. If, within the guarantee period, restoration, repairs or changes are required in connection with guaranteed work, which, in the opinion of the CITY, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of this Agreement, the CONTRACTOR must promptly upon receipt of written notice from the CITY and without expense to the CITY, do the following:

- a. Place in satisfactory condition, in every particular incident, all of such guaranteed work and correct all defects therein.
- b. Make good on all damage(s) to a structure, building or site, or equipment or piping or contents thereof, which, in the opinion of the CITY, is the result of the use of materials, equipment or workmanship, which are inferior, defective, or not in accordance with the terms of this Agreement.
- c. Make good any work or material, or the equipment and contents of building, structure or site disturbed in fulfilling any such guarantee.
- d. Restart the guarantee period on all corrected work performed.

2. CONTRACTOR'S FAILURE TO COMPLY WITH TERMS OF GUARANTEE. If the CONTRACTOR, after written notice from the CITY, fails within ten (10) business days to comply with the terms of this guarantee, the CITY may have the defects corrected, and the CONTRACTOR and his surety will be liable for all expenses incurred; provided, however that in case of emergency where, in the opinion of the CITY, delay would cause loss or damage, repairs may be started without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

- A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.
- B. The following are the Change Order Authority Levels for the CITY.
1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.
 2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.
 3. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).
- C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 11. - BONDS: PERFORMANCE/PAYMENT BOND

Performance/Payment Bond must be one hundred percent (100%) of the annual projected volume for the first year of this Agreement. If the annual Agreement amount is increased in excess of ten percent (10%), the bond must be increased to cover the revised annual amount. Bonds must be obtained from firms authorized and licensed, and holding certificates of authority to carry on business within the State of Florida and issued by a Florida Agent. Purpose of the bond is to ensure the CONTRACTOR fulfills all aspects of this Agreement in good faith. The Performance and Payment Bond must be issued annually or renewable annually based on the projected volume of this Agreement during the subsequent year. Bonds and subsequent revisions shall be recorded by the CONTRACTOR, at their cost, at the Charlotte County Clerk of Court's office.

ARTICLE 12. - INSURANCE REQUIREMENTS

The CONTRACTOR, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subcontractors** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or individual name shall NOT appear on the Certificate.

- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

NO OTHER FORMAT WILL BE ACCEPTABLE.

- GENERALLY REQUIRED COVERAGE INCLUDES:
 - COMMERCIAL GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent contractors and products and/or completed operations, broad form property damage, XCU coverage and Jones Act.

- o Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
- o Builder's Risk Policy - CONTRACTOR shall provide evidence of a current builder's risk insurance policy, limit for policy is \$100,000 per occurrence. This policy does not apply to subcontractors.
- o Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000.00 for each accident. ***Must have full endorsement of the U.S. Longshoreman & Harbor Act.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONTRACTOR must provide notice to CITY at any time CONTRACTOR becomes aware of any cancellation or material change in the above insurance policies.

ARTICLE 13. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR must be a current State of Florida Certified General Contractor (CGC), or Registered General Contractor (RG), or State of Florida Certified Marine Specialty Contractor (SCC), or City of Punta Gorda Certificate of Competency for Special Contractor Marine Construction. Contractor must maintain current licensure as stated through the term of this Agreement.
2. CONTRACTOR must maintain a current City of Punta Gorda Certificate of Competency through the term of the Agreement.
3. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.
4. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business is physically located within the city limits.
5. The Contractor must furnish each of the subcontractors, manufacturers, and suppliers such copies of the Agreement documents (i.e. plans, drawings, specifications, etc.) as may be required for their work. Additional copies of the Agreement documents, when requested, may be furnished to the Contractor at cost of reproduction.
6. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
7. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.
8. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.
9. SUBCONTRACTORS:
 - a. CONTRACTOR is fully responsible for the actions of their Subcontractors. Therefore, should a Subcontractor perform work outside of this Agreement's scope of work they do so at the CONTRACTOR's expense and risk not being compensated by the CITY for performing unauthorized work.
 - b. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.
 - c. CONTRACTOR is required to notify the CONTRACT MANAGER of all intended changes to the subcontractor list (Exhibit C). CONTRACT MANAGER will issue written notice to the CONTRACTOR indicating the acceptance or rejection of the intended subcontractor change.

10. Equal Employment Opportunity Clause. CONTRACTOR must be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

11. Contract Work Hours/Safety Standards Act. CONTRACTOR must be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

12. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

13. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 14. – INDEMNIFICATION / LIMITS OF LIABILITY

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to misuse or modification or CONTRACTOR's products. If any product is the subject of an infringement suit or in the CONTRACTOR'S opinion is likely to become the subject of such a suit, the CONTRACTOR may at its sole expense PROCURE for the CITY the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the right to continue using the product, the CONTRACTOR shall remove the product and refund the CITY amounts paid in excess of a reasonable payment for past use. The CITY shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at CONTRACTOR'S sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

ARTICLE 15. - MISCELLANEOUS

A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT

1. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:
 - a. Keep and maintain public records required by the CITY to perform the service.
 - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
 - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
 - c. Ensure that project 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 this Agreement if the CONTRACTOR does not transfer the records to CITY.
 - d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY 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 the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

CONTRACTOR elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

CONTRACTOR elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

IF 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 CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, PGPURCH@CityofPuntaGordaFL.com, OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. SUBSTITUTIONS. In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the CONTRACTOR is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONTRACTOR.

F. INDEPENDENT CONTRACTOR. CONTRACTOR must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

G. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

H. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

I. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

J. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

L. IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

CONTRACTOR – Marine Contracting Group

Witness

Address for giving Notices:
8260 Pascal Drive
Punta Gorda, FL 33950

By: _____

Print Name: _____

Date: _____

CITY OF PUNTA GORDA

Witness

Address for giving Notices:
Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

By: _____

Print Name: _____

Date: _____

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**Exhibit A – SEAWALL REPLACEMENT - PROGRAM & REPAIRS
 AGREEMENT #F2018105/MAR-SEAWALLS/1819
 INITIAL PERIOD RENEWAL PERIOD EXTENSION
 CONTRACT PERIOD: APRIL 17, 2019 THRU APRIL 16, 2022**

**Julie Rogan-Sutter, CONTRACT ADMINISTRATOR –
 JRogan-Sutter@CityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue, Punta
 Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.**

AWARDED VENDOR: Marine Contracting Group

PAYMENT TERMS: Net 25
 ACCEPT CREDIT CARDS: Yes No
 PAYMENT PROCESS: EFT
 MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 5% 3RD YEAR – 5%

DEPARTMENT REQUIREMENTS

- 1) Departments shall enter a requisition with estimated dollars for issuance of a Blanket PO. CIP requisitions will need a separate Blanket PO.
- 2) Statement of Work (SOW)
 - a. Department must complete a Statement of Work (SOW) form listing the location(s), work to be performed.
 - b. Contractor to verify SOW, provide quantities, unit and extended prices, start and completion dates.
 - c. Contractor shall sign and submit the SOW to the Department
 - d. Department will sign the SOW form and submit the Contractor acknowledging acceptance. This fully executed form gives the Contractor the authority to proceed with work.
- 3) A copy of the executed SOW form must be attached to the invoice
- 4) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

Item	Description	UOM	Unit Price
1.	Standard 10' Long. Installation of CITY SUPPLIED Seawall Panel , inclusive of labor, equipment, non-seawall panel materials, tiebacks and dead men and seawall caps in place	Lineal Foot	\$261.25
2.	12 1/2' Long. Installation of CITY SUPPLIED Seawall Panel , inclusive of labor, equipment, non-seawall panel materials, tiebacks and dead men and seawall caps in place	Lineal Foot	\$261.25
3.	Rip Rap Protection – This line item is designate in areas where existing rip rap is located or areas where additional rip rap is added. To include removal of rip rap, stockpiling of rip rap, fabric installation, and rip rap installation	Lineal Foot	\$100.00
4.	Additional Rip Rap Material – Additional Rip Rap materials to be supplied by contractor as directed by the City, which will be paid in additional to the above line item 4 lineal foot price.	Ton	\$250.00

5.	Developed: Sod - Argentine Bahia , inclusive of site preparation, labor and equipment to install sod in place	Square Foot	\$0.50
6.	Developed: Sod - Floratam , inclusive of site preparation, labor, materials and equipment to install sod in place	Square Foot	\$0.75
7.	Un-Developed Property: Sod - Argentine Bahia , inclusive of site preparation, labor, equipment to install sod in place, and thirty (30) calendar days of watering and establishment of sod	Square Foot	\$0.50
8.	Outfall Drainage Pipe Rework , inclusive of providing all labor, tools, equipment, connector bands, concrete collars, hydraulic cement, compaction for existing pipe penetrations. (City to furnish any required pipe.)	Each	\$750.00
9.	Davit Removal and Disposal , inclusive of all labor, equipment, transportation and disposal.	Each	\$250.00
10.	New Dead Men, as directed by the City , inclusive of all labor, equipment, transportation and disposal.	Each	\$200.00
11.	Labor Rate for unforeseen work not specified above.	HOOR	\$50.00

1) SCOPE OF WORK

- a) Contractor shall provide all labor, materials, equipment and all appurtenances for seawall replacement in the Burnt Store Isles (BSI) and Punta Gorda Isles (PGI) canal systems in accordance with the US Army Corp of Engineers permit (Attachment B), Waterfront Development Standards, current edition (Attachment A), and Florida Department of Transportation Standards Specifications for Road and Bridge Construction, current edition
- b) Seawall Replacement may consist of removing and disposing of existing seawall panels and temporary erosion control materials; transporting and staging seawall panels; installation and maintenance of turbidity screens and silt fences; removal and disposal of landscape materials; relocate, furnish and install rip rap, furnish and install tie backs and Dead Men; furnish and construct reinforced concrete seawall caps; transport, stage and backfill material and sod; and restoration of staging areas.
- c) Property owners are responsible for relocating appurtenances on the waterside and landside of the seawall within the limits of construction. Appurtenances may include fences/gates, walkways, electrical conduit and panels, lights, plumbing systems, docks, boat lifts, irrigation, etc.
- d) The Contractor will be responsible for coordinating and scheduling work with the homeowners. The Contractor will be responsible to send a letter to each property owner at least 6 weeks in advance of construction. Contact information will be provided to the Contractor by the City Representative. The Contractor must maintain a copy of the letter in their files for records retention compliance.
- e) The City requires strict adherence to the specifications and permits as written and/or shown on the referenced attachments.
- f) The Contractor shall determine if the work may be performed waterside or landside.
- g) **IMPORTANT NOTE:** The Contractor will not replace water lines, irrigation lines, walkways, fence, or electrical. The Contractor must cut and cap utilities (electrical, irrigation, potable water, etc) to the best of their ability as those items are found within the Limits of Construction. A locate flag will be placed over each cap when restoration is complete. Contractor must provide reasonable effort to identify and move other such items away from his work zone.
- h) The City is requesting hourly labor rates in the Bid Schedule for unforeseen work, which is not identified or specified in the bid line item schedule. Parts and materials will be reimbursed at a 7% markup over Contractor's cost. In all cases a written estimate must be submitted to the City Representative for approval to proceed. A

detailed time report for labor and copies of all invoices must be attached to your application for payment or it will not be processed.

2) CONTROL OF WORK

- a) The limits for construction is defined as the length of the seawall by ten feet (10') behind the seawall, except in limited cases where erosion extends beyond ten feet (10') or deadmen need to be installed.
- b) The Contractor shall schedule and lay out their work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to property. The Contractor is responsible for the repair of damage to private and public property. Strict adherence to these specifications is required.
- c) The Contractor shall maintain safe conditions at all times. Should the operations be considered unsafe by the Representative, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- d) The Contractor is prohibited from using water or electric from private property. The Contractor is prohibited from storing or stockpiling equipment, tools or materials in the back yards of occupied properties.
- e) Alterations of Plans – All work shall be in conformance with the Waterfront Development Standards. No changes shall be made to the Agreement, specifications, standards or plans by the Contractor, without prior written approval from the City. The Contractor must notify the City in writing of all proposed changes.
- f) Conflicts
 - i) The Contractor must notify the City Representative if they encounter rock beds. The City will make the decision at that time on how to address the conflicts (i.e. cut panels, remove rock, etc). If the City determines the seawall panel will be cut, the panel will be pulled, the bottom cut off, then reinstalled in the same location to the point of refusal. The top of the panel will NOT be cut off.
 - ii) All adjacent davits will be removed and disposed of by the contractor. The contractor will be responsible to backfill and restore the davit base area. The bid item for Davit Bases, as directed by the City, will be paid for by Each and shall include all equipment, materials, backfill, labor and all incidentals to remove and dispose of davit bases, regardless of the sizes.
 - iii) The contractor may leave in place any dock or piling structures that he is able to work around. At which time the contractor moves or causes to move any dock or pilings, the contractor becomes responsible for removing and disposing of those members.
 - iv) Water and irrigation lines will be capped and identified at the perimeter of the work and severed electrical lines shall be located for the owner to properly handle after completion of seawall work. The Contractor will be required to cut and cap utilities (electrical, irrigation, potable water, etc.) as those items are found within the Limits of Construction. A locate flag will be placed over each cap when restoration is complete.
 - v) The Contractor is responsible for removing and disposing of docks **IF** they are pinned to the seawall. This cost will be incidental to the Seawall Panel bid item.
- g) Inspections
 - i) The City will inspect and approve each phase of construction for each property. Each phase of construction cannot move to the next until the City has inspected and approved the work.
 - ii) The Contractor will be responsible for notifying the City Inspector a minimum of two (2) full business days in advance of starting a new location so the inspector can take pre-construction photos.
 - iii) The Contractor will notify the City Inspector a minimum of one (1) full business day in advance of required inspections for each phase of construction.
 - iv) Required inspections are defined as:
 - (1) Installation of seawall panels
 - (2) Pre-pour reinforcing steel inspection of cap and dead man
 - (3) Tie back welds, dead men, tie back painting, installation of filter cloth and rock bags
 - (4) Completion of backfill and silt fence installation
 - (5) Final grade prior to sod installation
 - (6) Final sod and staging site restoration inspection

- v) All failed inspections will require a re-inspection.
- vi) The City reserves the right to request the Contractor to dig up or expose any work for inspection purposes.
- h) The Contractor shall take no advantage of any apparent error or omission, which may be discovered in the Permits or Specifications but shall forthwith notify the Contract Administrator of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.
- i) Contractor shall repair any electrical service, water lines, irrigation systems, sidewalks, or any other personal/public property outside the Limits of Construction, which was damaged during Contractor's performance.
- j) The Contractor shall continuously prosecute the work during normal hours to its completion. At no time shall the Contractor suspend work, for any reason for more than seven (7) consecutive calendar days, excluding delays granted for inclement weather or holidays. The Contractor shall not interrupt work unless the City provides written authorization to suspend the work. Failure to comply with this provision shall result in the Contractor being considered in default and subject to suspension of this Contract.

3) PERMITS

- a) Per City Ordinance, vehicles are typically prohibited from being parked/stored on vacant property overnight. However, City Ordinance 1752-13 allows the Canal Maintenance Contractor to store equipment/vehicles overnight on vacant property if a City temporary permit is issued. Contractor will be required to request a permit via email to the Code Compliance Division. Request will include the address or lot, block and section number; and anticipated start and completion dates. Permit fees shall be waived. All restoration work in the public right-of-way and easement areas will require a blanket ROW permit; the City has elected to waive the fee for the blanket ROW permit. ROW permit includes all work performed along streets i.e., paving sidewalks, driveways, etc.
- b) The City requires strict adherence to the specifications and permits as written and/or shown on the referenced Standard Detail Sheet and/or Waterfront Development Standards.

4) EQUIPMENT

- a) PRIOR TO RESPONDING TO THIS SOLICITATION WITH A SUBMITTAL PACKAGE THE BIDDER MUST VERIFY THEIR EQUIPMENT WILL BE ABLE TO ACCESS ALL OF PGI AND BSI CANALS, WITH CONSIDERATION OF BRIDGES AND OTHER OBSTACLES. THE APPROXIMATE WIDTH OF THE LOCK IN BSI IS 20.3 FEET.
- b) Staging areas for loading equipment and material onto water craft shall be coordinated with the Representative with the City of Punta Gorda. All equipment necessary for the satisfactory performance of the work shall be on hand and approved by the City before commencing construction.
- c) Contractor's equipment shall be structurally and mechanically sound to perform services. Equipment not meeting this requirement shall not be deemed by the City as acceptable for performing services. Leakage, debris, spillage into the basin waters of any oil, gas, transmission fluid, brake fluid, lubricant or other solvents/chemicals by the Contractor **is strictly prohibited**.
- d) Scraping/removal of rust, paint, oysters, barnacles, etc. from Contractor's equipment will not be allowed in the Punta Gorda Isles or Burnt Store Isles subdivision limits (land or water).
- e) Bidder must identify in their submittal package heavy equipment (i.e. barges, dump trucks, cranes, excavators, loaders, etc) in the current fleet and proposed to use in servicing this Agreement. The equipment type, year/manufacturer and current condition must be provided for each piece of equipment intended to be used for the this Agreement. Equipment proposed for use shall be in sound working order to eliminate breakdowns that would extend the time for completion. If such a breakdown occurs, the Contractor shall have the unit repaired immediately, or bring in like equipment. Owner will not pay for down time. Equipment will be operated by qualified and licensed operators.
 - i) Any changes in equipment during the term of the Agreement, temporary or permanent, must be provided to the City Representative in writing.

5) SAFETY

- a) The Contractor shall institute proper safety procedures in his work in order to minimize health and safety hazards to the Public and Contractors employees. The CONTRACTOR shall also instruct his employees periodically on these procedures and new employees prior to starting work.

- b) All of the Contractor's equipment shall be properly secured at all times. The Contractor shall provide adequate flagging, barricades and flashing warning lights (from dusk to dawn, inclusive of all equipment moored next to the sea walls overnight, i.e. barges, tugboats, etc).
- c) Double flashing lights (each with its own power source) shall be placed at each barricade location and the Contractor shall check them daily to assure proper functioning.
- d) Contractor shall use extreme caution around or near structures with conflicts or obstructions along the sea walls to prevent possible damage. In addition, any damage or failure of the seawall panels within the confines of the immediate construction area will be the responsibility of the Contractor. Repairs shall be made at the expense of the Contractor and shall be corrected to the City's satisfaction at the Contractor's expense.
- e) The Contractor shall perform prudent routine maintenance and inspections of equipment to minimize the risk of accidental spillage or leakage and a schedule for this shall be submitted in writing to the City Representative prior to the start of the work.

6) BEST MANAGEMENT PRACTICES

- a) The Contractor is responsible for providing materials, equipment, labor and maintenance for all temporary erosion control devices required by the City.
- b) The use of Turbidity Screens shall be utilized at all times to negate siltation and turbidity problems. City Staff will closely monitor this activity and will issue a stop work order if this requirement is not adhered to.
- c) The Contractor shall use silt fence (landside) on an Un-Developed or Developed lot where loose soil exists from the Contractor's work. Silt fences shall be properly installed to avoid siltation over the seawall cap and into the canal system. Failure to install silt fence, where required, will result in a stop work order issued by the City.
- d) The Contractor shall protect the embankment from erosion by means of plastic or some other measure prior to a rain event. Any erosion that occurs due to a rain event will be the contractor's responsibility to restore at his own expense. If heavy rain is forecasted, the existing wall shall not be removed if the soil on the landside cannot be protected.
- e) The Contractor is prohibited to place any construction/demolition material, siltation or debris in the canal. Debris shall be immediately removed and properly disposed of.

7) APPLICATION

- a) Work covered by this section includes:
 - i) City furnished seawall panels - The City intends to supply seawall panels. Seawall panels are manufactured at the City of Punta Gorda Public Work Yard located at 3130 Cooper Street, Punta Gorda Florida. The contractor will be responsible for loading and transporting seawall panels from the City of Punta Gorda Public Work Yard to project sites. Cost for transportation shall be inclusive to Seawall Replacement bid item.

8) SEAWALL PANELS

- a) Seawall panels are tongue and groove. Any gaps between seawall panels of one inch (1") to three inches (3") shall be patched with hydraulic cement from the bottom of the cap to twelve inches (12") below the mud line. Any gaps between seawall panels that are three inches (3") to twelve inches (12") shall require a box pour from the top of seawall panel to twelve inches (12") below the mud line with reinforced steel.
1. When connecting a new seawall panel to an existing seawall panel, and the contractor is unable to utilize the tongue and groove, the contractor shall pour a concrete box from the top of seawall panel to twelve inches (12") below the mud line. The Contractor must install a rebar cage and connect it to the cap rebar cage. Concrete must be 5500 PSI Marine Grade Ready Mix concrete for all box pours. All wood forms shall be removed prior to final inspection. Maximum acceptable gap between existing and replaced seawall panels is twelve inches (12").
 - i) A copy of all concrete delivery tickets must be included with the Application for Payment for the period poured.
 - b) Any modifications to the seawall panels will be prohibited unless permission is given from the City.
 - c) Contractor shall place filter cloth and a bag of gravel over both weep holes in each seawall panel; and filter cloth placed vertically over the joint of the seawall panel on the property side as indicated in the Waterfront Development Standards.
 - d) In the event the contractor damages any new seawall panels, furnished by the City, during the pick-up, transportation or installation of the seawall panel, the Contractor will reimburse the City for the cost of the panel. The City will determine if damaged panels are unusable.

- e) Once the excavation behind the existing seawall is complete, the Contractor will have seven (7) calendar days to complete the setting of new seawall panels.
- f) The bid items for Seawall Panels shall include all materials, equipment, labor and incidental cost to:
 - i) Remove, transport and dispose of existing seawall panels;
 - ii) Remove, transport and dispose of owner's docks **IF** they are pinned to the seawall.
 - iii) Transporting, staging, and installation of new seawall panels;
 - iv) Installation and maintenance of turbidity screens and silt fences;
 - v) Excavation, transport and staging within the limits of construction;
 - vi) Removal and disposal of landscape materials and temporary erosion control materials;
 - vii) Furnish and install tie backs, when utilizing dead men;
 - viii) Furnish and install filter cloth and gravel bags;
 - ix) Furnish and construct reinforced concrete seawall caps;
 - x) Provide and install fill material inside the Limits of Construction, grading and finishing; and
 - xi) Restoration of staging areas and all other incidentals.

9) RIP RAP

- a) Some locations require rock rip rap to stabilize the seawall or rip rap may exist at some sites. Work under this section includes furnishing all labor, materials, geotextile fabric, and equipment required to obtain and place rock rip rap and filter cloth at locations as assigned by the City. The contractor shall utilize existing rip rap rock displaced from the site.
- b) It is anticipated that some properties had rip rap placed at the toe of the seawall. Rip rap will need to be removed by Contractor, staged and replaced in accordance with the Waterfront Development Standards.
- c) The bid item for Rip Rap shall include the removal and securing of existing rip rap materials, furnishing geotextile fabric, equipment, labor and all incidentals, install the filter cloth and rip rap in accordance with the Waterfront Development Standards and paid for by the lineal footage along the face of the seawall. Any additional rip rap material required will be paid per ton. The Contractor will be required to submit truck weight tickets with their pay application. The City Representative shall designate areas where rip rap is existing or added.

10) TIEBACKS AND DEAD MEN

- a) The City representative will approve the installation of new deadmen anchors. All deadmen will be constructed in accordance with the Waterfront Development Standards.
- b) The Contractor shall use epoxy coated rebar should the City determine that the existing dead men will provide adequate anchorage and existing tie backs can be cut and welded with applied tension.
- c) The City shall inspect and approve all tie backs and dead men prior to cap construction or backfilling. All welded areas of tie backs shall be coated with coal tar epoxy or equivalent equal as approved by the City.
- d) Where new dead men are installed, tie backs shall be sleeved in SCH 40 PVC or utilize epoxy coated rebar.
- e) Tie backs shall be welded no later than seven (7) consecutive calendar days after the seawall cap has been poured for each property.
- f) The cost for Tiebacks, welded or new, are incidental to the Seawall Panel bid item.
- g) The bid item for New Dead Men, as directed by the City, will be paid for by Each and shall include all materials, equipment, backfill, sod, labor, and all incidentals to install the dead men.

11) SEAWALL CAPS

- a) Seawall caps shall be poured no later than seven (7) consecutive calendar days after the last seawall panel has been placed for each property.
- b) The contractor will use reinforcing steel (rebar) as outlined in the Waterfront Development Standards.
- c) Forms shall be kept in place and not disturbed for at least twenty-four (24) hours after pour. The cap must cure for at least three (3) consecutive calendar days prior to the start of the backfill operation.

- d) Connection of new cap to existing cap shall be in accordance with the Waterfront Development Standards.
- e) The cost for Seawall Caps must be inclusive to the Seawall Panel bid item.

12) FILL MATERIAL, BACKFILLING AND GRADING

- a) After concrete seawall cap has cured, clean fill shall be placed to top of cap to ensure drainage over cap. All disturbed areas shall be graded, compacted and sodded.
- b) All fill material will be clean, free from any debris or organics. If additional fill material is needed, the Contractor is responsible for providing the fill material. Cost for additional material will be incidental to the Seawall Panel bid item.
- c) The Contractor is responsible for restoring existing swales and creating positive flow for drainage. Side slopes for swales shall not exceed 4:1 unless otherwise directed by the City.
- d) The Contractor shall backfill behind the seawall no later than fourteen (14) calendar days after the cap has been poured.
- e) All costs associated with fill will be incidental to the seawall panel bid line item.

13) OUTFALL DRAINAGE PIPE

- a) In the event City owned drainage culvert pipe is encountered, the Contractor will be required to cut the seawall to accommodate the pipe and grout the area utilizing hydraulic cement. The Contractor will be responsible for removing and disposing the old pipe to the limits described by the City. The City will provide the drainage pipe material, however the contractor will supply the connector (i.e. pipe collar, concrete band, etc.) and hydraulic cement, backfill and all other incidental materials. The contractor will be required to compact the soil around the drainage pipe.
- b) The contractor will be required to install 12.5' long panels on both sides of the drainage pipe as directed by the City Representative. Typically, 12 lineal feet of 12.5' panels will be installed on each side of the drainage pipe. If the drainage pipe falls in the middle of a panel then 18 lineal feet will be installed on each side of the drainage pipe.
- c) The bid item for Outfall Drainage Pipe will be paid for by Each and shall include all materials (excluding aluminum pipe), equipment, labor and all incidentals to install the outfall drainage pipe.

14) SODDING

- a) Sodding shall conform to Section 575 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction, latest edition. Seeding/mulching or strip sodding is prohibited.
- b) All areas disturbed by construction must be uniformly filled, restored and sodded matching the existing sod types. Any areas disturbed outside of the Limits of Construction shall be restored at the Contractors expense. Sod that has been cut for more than 72 hours will not be allowed to be placed on projects.
- c) Sod placed on property will be "cut in" to match the elevation of adjacent existing sod, and will conform to the slope characteristic of the property prior to it being disturbed. All sod shall be placed with edges in close contact (no gaps or overlapping) and shall be firmly and smoothly embedded by tamping or rolling with appropriate tools to present an even surface. All sod joints shall be staggered.
- d) Argentine Bahia and Floratam are the typical sod species that will be replace and must match the existing sod at each location. Sod shall be placed within seven (7) consecutive calendar days after final grade of backfill to maintain slope and prevent erosion for each property.
- e) Typically Argentine Bahia is placed at all undeveloped properties. The contractor is responsible for watering sod placed on Un-Developed lots and establishing sod for a minimum of thirty (30) calendar days. Watering may be performed by utilizing a water truck at the contractor's expense or contacting the City's Billing & Collection Division to obtain a permit to utilize City Water and a water meter also at the contractor's expense.
- f) The contractor is responsible for compacting and providing a smooth grade prior to placing sod. All eroded areas or ruts will be backfilled and inspected prior to sod placement. Silt fences will remain in place until the sod has been placed.
- g) The bid item for sodding activities shall include all materials, equipment, labor and all incidentals for site preparation and furnish and install sod.

- i) The cost for watering and establishing sod for Un-Developed property must be inclusive to the sod bid items related to Un-Developed lots.

15) STAGING AREAS

- a) Per City Ordinance, vehicles are typically prohibited from being parked/stored on vacant property overnight. However, City Ordinance 1752-13 allows the Canal Maintenance Contractor to store equipment/vehicles overnight on vacant property if a City temporary permit is issued. The Contractor will be responsible to notify the property owner(s) of vacant lots they choose to stage on prior to issuance of a staging permit. Contact information can be provided to the Contractor by the City Representative.
 - i) Staging Area is defined as “a temporary location where vehicles, equipment or materials are stored by the Contractor”. Staging sites will not be used as a construction yard. Tables, chairs, tents, BBQ grills, etc. shall not be allowed on the staging sites. Staging areas can be utilized for seawall replacement projects only. The Contractor will be allowed to occupy vacant properties for construction staging for a maximum period of 90 days. The contractor will submit with his monthly schedule, a list of vacant lots scheduled to be used for staging areas indicating when the property owners have been notified. The City will authorize each proposed site. The Contractor will be responsible for notifying the City Inspector a minimum of two (2) full business days in advance of mobilizing onto a staging site so the inspector can take pre-construction photos.
 - ii) The Contractor will be responsible for notifying the City Inspector a minimum of two (2) full business days in advance of mobilizing onto a staging site so the inspector can take pre-construction photos. Contractor shall keep the staging area(s) clean on a daily basis. All trash must be contained and vegetation must be controlled around site obstacles.
- b) The contractor shall remove all equipment and materials from the waterway and restore the staging area within seven (7) consecutive calendar days after project completion. If the contractor intends to utilize the same staging area for another project, he shall notify the City Representative. Restoration of the staging area may include removing all equipment and materials, seawall/structure repairs, grading, and sodding etc. The City Representative shall inspect the staging area and report to the Contractor if the restoration work is complete and acceptable or if additional restoration is required to restore the site to the original condition, inclusive of repairing seawalls or structures located on the site damaged by the contractor during the activity. Final payment for each SOW will not be approved until the staging area has been restored and approved by the City Representative.
- c) Contractor shall provide and maintain adequate disposal facilities for all trash and debris associated with the performance of work and shall routinely caution employees of proper disposal procedures.
- d) Contractor is responsible to clean-up improperly disposed or contained materials and chemicals immediately.
- e) The cost for restoring Staging Areas will be incidental to the Seawall Panel bid item.

16) MISCELLANEOUS

- a) The City of Punta Gorda will inspect the work for conformance to project specifications, Waterfront Development Standards and US Army Corp of Engineers Permit (ACOE) Permit. The current Waterfront Development Standards supersede the ACOE Permit drawings depicted as Attachment B in the ACOE Permit. Required inspections over and above the period from 8:00 am to 3:30 PM Monday through Friday, (excluding City observed Holidays) shall be paid by the Contractor to the City at the respective overtime rate. The Contractor shall provide a minimum of two (2) full business days advance notice to the City inspector, of the work to be performed outside of the hours and days specified above unless emergency situations prohibit. **NO WORK ON SUNDAYS WILL BE PERMITTED.** The start time for work will be 7:00 am, stop time will be 7:00 pm.
- b) All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, indicated in the Specifications.
 - i) In the event the City Representative or staff finds the materials, or other furnished product in which the materials are used or the work performed are not in reasonable close conformity with the permits or specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

17) NOISE CONTROL

The Contractor shall make every effort to minimize noises caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

18) PROTECTION OF EXISTING STRUCTURES AND UTILITIES

The Contractor shall assume full responsibility for the protection of all existing seawalls, buildings, structures, and utilities, private or public, including, but not limited to poles, signs, services to building, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains, sidewalks, driveways, underdrain, sod, landscape and electric and telephone cables. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.

19) RESTORATION, CLEANUP AND DISPOSAL OF DEBRIS (excluding disposal of spoil material)

- a) During the course of the work, the Contractor shall keep the site of their operations in as clean and neat a condition as is possible. They shall dispose of all residue/debris resulting from the demolition work and, at the conclusion of the work they shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and other debris remaining from the demolition operations and shall leave the entire site of the work in a neat and orderly condition.
- b) Clean up during construction is required and shall include:
 - i) Execute daily cleaning to keep the Work, the site and adjacent properties from accumulations of waste materials, rubbish and windblown debris, resulting from demolition operations.
 - ii) Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers. The contractor is prohibited to bury any debris at any of the locations.
 - iii) Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
 - iv) Final cleaning of work area is required and shall include broom clean exterior paved surfaces, rake clean other surfaces on the grounds.
- c) Prior to final completion, the Contractor shall conduct an inspection, with the City Representative, of all work areas to verify that the entire work areas are clean.
- d) Contractor is responsible to clean-up improperly disposed or contained materials and chemicals immediately.
- e) Debris within the limits of construction, including, but not limited to, removed seawall panels, caps, dead men, tiebacks, docks, boatlifts, steps, landscape features, hardscape features, shrubs etc. along with debris from the construction process) shall be removed, transported and properly disposed of by the Contractor at their expense.

Debris within the limits of construction, along with debris from the construction process shall be removed, transported and properly disposed of by the Contractor at their expense. However, there may be unusual situations where davit bases are in conflict with construction, which will be paid based on a per unit basis for removal, loading, transportation, off-loading and disposal of davit.

It is the property owner's responsible to relocate/remove appurtenances at the property owner's expense.
- f) Property owners are responsible for the removal and replacement of property owner fences, sidewalks, lights, electrical outlets, hose bibs, etc.; therefore the City will not compensate the Contractor if this service is provided to the property owner.
- g) Restoration of Staging Areas – The Contractor must restore staging areas within seven (7) consecutive calendar days after project completion of assigned work location in the immediate area.

20) COORDINATION OF PERMITS, SPECIFICATIONS, & SPECIAL PROVISIONS

- a) These specifications, Permits, Special Conditions, and all Supplementary Documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all. In case of discrepancy, computed dimensions shall govern over scaled dimensions.
- b) Any conflicts between the ACOE permit and the City's Waterfront Design Standards, the City's Waterfront Design Standards will supersede and govern the construction activity.

21) CONSTRUCTION HYDRANT METER FEE SCHEDULE

- c) Hydrant meters, when available, may be rented for a period not to exceed six (6) months. City forces will install the meter at the location designated by the Contractor within forty-eight (48) hours of receipt of payment for all fees designated below. All meters are to remain at the location of installation until returned to the Billing and collections Division, 126 Harvey Street, Punta Gorda, FL. If a meter is not returned prior to or at the end of the six

(6) month period, the meter deposit shall be retained by the City. Meters shall be read monthly and subject to all fees and charges stated in this section. Any meter that cannot be located at the time of the monthly reading shall be considered illegally moved and subject to immediate forfeiture of the meter deposit.

- d) Connection to a fire hydrant without an approved backflow prevention device is prohibited. Specific standards are stated in the City's Utility Standards and Procedure Manual, which are available to be viewed at the City's Utility's Department, 3132 Cooper Street, Punta Gorda, FL.
- e) A fee will be charged against the meter account for any damages caused to City meters or appurtenances based upon cost and actual expenses.
- f) A fee will be charged to all applicants requesting a change of meter size. The fee will consist of the new meter installation charge plus additional capacity fees as may be applicable.
- g) Meter installation fee is fifty dollars (\$50.00) with a security deposit of five hundred dollars (\$500.00) is required to set a meter for construction purposes on temporary basis.
- h) A bill will be sent monthly for the meter charge and consumption.

MONTHLY METER CHARGE IS BASED ON THE FOLLOWING RATE	
INSIDE CITY LIMITS:	
1 ½" METER	\$4.65 CUSTOMER BILL CHARGE \$53.45 EQUIVALENT RESIDENT UNIT CHARGE
2" METER	\$4.65 CUSTOMER BILL CHARGE \$85.52 equivalent resident unit charge
Plus 10% tax on all water related charges	
OUTSIDE CITY LIMITS:	
1 ½" METER	\$5.81 CUSTOMER BILL CHARGE \$66.80 EQUIVALENT RESIDENT UNIT CHARGE
2" METER	\$5.81 CUSTOMER BILL CHARGE \$106.88 EQUIVALENT RESIDENT UNIT CHARGE

MONTHLY CONSUMPTION CHARGE IS BASED ON THE FOLLOWING RATES		
Thousands of	Inside City	Outside City
gallons of water used	Limits	Limits
	PER THOUSAND GALLONS	
ALL USE 1,000 AND OVER	\$4.04	\$5.04
		Rates Effective 10/1/2016

EXHIBIT B: RELEASE AND AFFIDAVIT TO OWNER

PROJECT NO: _____ PROJECT TITLE: _____

COUNTY OF: _____, STATE OF FLORIDA

The term, "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien of Florida on the land and property of the OWNER described in the Agreement Document.

Before me, the undersigned authority, personally appeared _____ who after being duly sworn, deposes and says:

(1) In accordance with the Agreement Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Punta Gorda, Florida, relating in any way to the performance of the Agreement between Contractor and Owner dated _____, 20_____ for the period from _____ to _____, excluding all retainage withheld and any pending claims or disputes as expressly specified as follows: _____.

(2) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) To the maximum extent permitted by law, Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR

BY: _____

ITS: _____ President

DATE: _____

Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

NAME: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Commissioner No.: _____

EXHIBIT C: SUBCONTRACTOR LIST

Agreement # F2018105

Contractor: Marine Contracting Group

Initial	Add/Change Date	Subcontractor Name	Add/Change Comment	Certificate of Insurance Submitted	Final Release Submitted
NO SUBCONTRACTORS AUTHORIZED AT TIME OF AWARD					

EXHIBIT D: STATEMENT OF WORK (SOW) FORM

AGREEMENT #: F2018105 SOW#: DEPT/DIV:

PURCHASE ORDER #: REQUEST DATE:

CONTRACTOR: Marine Contracting Group

***COLUMNS TO BE COMPLETED UPON COMPLETION OF WORK**

CONTRACT ITEM NUMBER	LOCATION/ DESCRIPTION OF WORK	EST QTY & UOM	UNIT PRICE	EST EXTENDED PRICE	*ACTUAL QUANTITY	*ACTUAL EXTENDED PRICE
TOTAL SOW		ESTIMATED SOW			ACTUAL SOW	
		\$			\$	

CITY REQUESTED COMPLETION DATE:

START DATE:

COMPLETION DATE:

SOW Estimate Provided By:

SOW Estimate Accepted and Authorize Work:

Contractor's Signature

City Representative's Signature

Print Contractor's Name

Print City Representative's Name

BELOW TO BE COMPLETED UPON COMPLETION OF WORK – CITY REPRESENTATIVE CERTIFIES ALL WORK HAS BEEN COMPLETED, INSPECTED AND ACCEPTED.

CITY REPRESENTATIVE SIGNATURE

DATE OF ACCEPTANCE

CONTRACTOR'S SIGNATURE

DATE

*******THIS COMPLETED FORM MUST BE SUBMITTED WITH ALL PAYMENT APPLICATIONS****