



FLAGLER BEACH CITY COMMISSION

City Manager's Report

Item No. 7

Meeting Date: November 14, 2019

Issue: Award Bid No. FB-2019-1510 for the Fishing Pier A-Frame Structural Rehabilitation to the apparent low-bidder Samsula Waste, Inc. DBA Samsula Marine Division, with a Base bid of \$148,670.00.

From: Summary provided by Penny Overstreet, City Clerk

Organization: City of Flagler Beach

RECOMMENDATION: The consulting firm Mott MacDonald reviewed the bids submitted and a recommendation letter is attached.

BACKGROUND: The City was successful in securing a grant from the TDC to assist with the structural repair costs.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION: Award the Bid so staff may proceed with obtaining the Mayor signature on the contract and issue a Notice to Proceed

IMPLEMENTATION/COORDINATION: Mott MacDonald Engineer Bruce Nue, held a pre-construction meeting with the proposed contractor, and staff consisting of the Police Chief, Recreation Director, Pier Manager and Fire Chief, to ensure coordination between the Pier tenants (Surf Radio & Funky Pelican) and the contractor for completion of the structural rehabilitation of the A-Frame. (Minutes attached)

Attachments

- **Consultant's recommendation**
- **Notice of Intent to award**
- **Pre-construction meeting minutes**
- **Bid submitted by Samsula Marine Division**
- **Contract**

#7



Mott MacDonald
10245 Centurion Parkway North
Suite 320
Jacksonville, Florida 32256
T 904.203.1090 www.mottmac.com

AAC000035 EB0000155 LB00006783

October 25, 2019

Mr. Larry M. Newsom, City Manager
City of Flagler Beach
105 S. Second St
Flagler Beach, FL 32136

Via email: lnewsom@cityofflaglerbeach.com

Re: Review of Bids Received
Fishing Pier A-Frame Structural Rehabilitation
City Project No. FB2019-1510
MM Project No. 502396987-002

Dear Larry:

As requested, Mott MacDonald has reviewed the bids received for the above referenced project at 2:00 pm on Tuesday, October 8, 2019 by the City Clerk. Bid documents were issued to two prospective bidders and both firms submitted bids. The results of the two bids are attached. The low apparent bidder is Samsula Waste, Inc. DBA Samsula Marine Division, 363 South SR 415, New Smyrna Beach, Florida 32168 with a Base Bid of \$148,670.00, including Bid Item 8-Contingency of \$20,000.00. This bid amount is below the Engineer's Opinion of Probable Construction Cost of \$150,000.00, including Bid Item 8-Contingency of \$20,000.00. Also attached is Mott MacDonald's review of the projects and references provided by the apparent low bidder, at Mott MacDonald's request.

It is recommended that the Fishing Pier A-Frame Structural Rehabilitation project be awarded to the low apparent bidder, Samsula Waste, Inc. DBA Samsula Marine Division, 363 South SR 415, New Smyrna Beach, Florida 32168 with a Base Bid of \$148,670.00, including Bid Item 8-Contingency of \$20,000.00, subject to concurrence by the City Clerk, Finance Director and Attorney prior to action on award.

We appreciate the opportunity to be of continued service to Flagler Beach in implementing this valuable public improvement project to the City's Fishing Pier.

Very truly yours,
Mott MacDonald Florida, LLC

A handwritten signature in black ink, appearing to read 'Bruce A. Neu'.

Bruce A. Neu, PE
Principal Project Manager



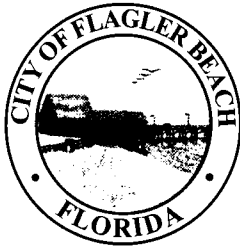
Mott MacDonald
10245 Centurion Parkway North
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T 904.203.1090 www.mottmac.com

AAC000035 EB0000155 LB00006783

**Attachments: Samsula Waste, Inc. DBA Samsula Marine Division bid package
Harbor Marine Dock Co. Inc. bid package
Samsula Marine Projects 10-25-19-Mott MacDonald Reference Checks**

**Cc: Penny Overstreet, City Clerk
Kathleen Doyle, City Finance Director
Fred Griffith, PE-City Engineer
Chad Lyner, PE, Mott MacDonald**

PROJECT	OWNER	CONTACT	EMAIL/PHONE	CONTRACT AMT	STATUS	REFERENCE COMMENTS
OLD FLORIDA CLUB PRIVATE DOCK	PACETTA, LLC.	LYDER JOHNSON ALEXANDER RINALDI	LYDERJOHNSON@AOL.COM ALEXANDERRINALDI@GMAIL.COM (407) 718-9990	\$ 50,050	COMPLETE	Scope: Pilings. On time, but expensive. Samsula was confident and Pacetta would hire again
MANATEE ISLAND DAY DOCK REPAIR	CITY OF DAYTONA BEACH	JIM NELSON	JIMNELSON@CITYOFDAYTONA.COM (386) 253-2200	\$ 90,162	COMPLETE	Repair of a floating dock facility (including wooden boardwalk) for the City of Daytona Beach. The project was completed in compliance with plans and specifications; definitely would rehire Samsula Marine.
COLIN PARK PIER & DAY DOCK REPAIR	CITY OF DAYTONA BEACH	JIM NELSON	NELSONJAMES@CODB.US (386) 671-8613	\$ 41,580	COMPLETE	Repair of a mooring dock (wooden finger pier) that was damaged by a storm. The project was completed in compliance with plans and specifications; definitely would rehire Samsula Marine.
BETHUNE POINT ACCESSORY DOCK REPAIR	CITY OF DAYTONA BEACH	JIM NELSON	NELSONJAMES@CODB.US (386) 671-8613	\$ 300,674	December 2, 2019	Project to demolish and reconstruct a floating dock. Repairing dock system at local boat launch facility. \$301,000. 90 days to final completion (more project just started). Construction related activities to commence Dec. 1st, would rehire Samsula Marine.
OAK HIL CITY PIER REPLACEMENT	OAK HILL	KOHN EVANS	EVANSK@OAKHILLFL.COM	\$ 216,200	January 13, 2020	Scope: rebuilding city pier, just recently signed construction contract therefore no more information can be given
TRIMBLE PARK BOAT MOORING & DOCK REPAIRS	ORANGE COUNTY	ROCHELLE CHAMBERS	ROCHELLE@OCPLA.COM (407) 836-2200	\$ 148,022	CANDIDATE FOR AWARD	Samsula Marine submitted a bid along with others for the project. At this time Orange County has not reviewed the bids or references and has not made a determination as to the lowest responsible bidder for the project.




City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

MEMO

DATE: November 08, 2019
TO: Bid Package Holders City of Flagler Beach Bid No. FB-2019-1520, Fishing Pier A-Frame Structural Rehabilitation Project
FROM: Penny Overstreet, City Clerk 
SUBJECT: Recommendation to award Bid - Memo containing the recommendation of award for the Fishing Pier A-Frame Structural Rehabilitation Project, Bid No. FB-2019-1520

The advertisement for the Invitation to Bid on the above referenced project ran as a legal ad one time in a newspaper of general circulation, the Daytona Beach News Journal, on Friday, September 27, 2019, as well as on the City's web-site, and listed on Demand Star a privately held company that provides online procurement and purchasing services for the government agencies. The number of vendors the bid package was directed to was twelve, of those recipients two (2) responded with bids. After a review by Staff of the respondents bid packages and supporting documents, staff recommends the City Commission award the Bid to Samsula Waste, Inc. DBA Samsula Marine Division, the lowest most responsive bidder in the amount of \$148,670.00

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

**State of Florida,
County of Volusia**

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

INVITATION TO BID

L 2341059

in the Court,
was published in said newspaper in the issues.....

SEPTEMBER 27, 2019

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

Irene Zucker

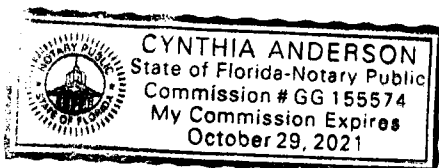
Sworn to and subscribed before me

This **27TH** of **SEPTEMBER**

A.D. 2019

Cynthia Anderson

49D



**City of Flagler Beach
INVITATION TO BID
Fishing Pier A-Frame
Structural Rehabilitation
Bid No. FB 2019-1510**

Notice is hereby given that the City of
Flagler Beach is accepting bids for the
construction of "Fishing Pier A-Frame
Structural Rehabilitation". Bids will be
accepted in the Commission Chambers,
Flagler Beach City Hall, 105 S. 2nd
Street, Flagler Beach, Florida until
Tuesday, October 15, 2019 at 2:00 p.m.
local time.

There will be a pre-bid meeting for the
project at 10:00 a.m. on Tuesday,
October 8, 2019. The meeting will be
held in the Commission Chambers,
located at City Hall, 105 S. 2nd Street,
Flagler Beach, Florida. All interested
bidders and subcontractors/suppliers
are strongly encouraged to attend.
The project consists of the following:
generally consists of site mobilization
and demobilization; removal and
replacement of structural hardware;
removal and replacement of structural
pile to A-Frame connectors, timber
bracing and supports; and all other
ancillary work.

All bids are solicited and shall be made
pursuant to the Code of Ordinances, City
of Flagler Beach, Chapter 2, Article VI,
Division 2, Section 2-256, and all bids
will be evaluated in accordance with the
provisions thereof. Code of Ordinances,
City of Flagler Beach is on file in the
Office of the City Clerk, City Hall, 105 S.
2nd Street, Flagler Beach, Florida.

Copies of the documents may be
obtained from the Engineer, Mott
MacDonald Florida, LLC, 10245
Centurion Parkway North, Suite 320,
Jacksonville, FL 32256 for a
nonrefundable fee of \$100.00. Any
addenda to these documents will be
issued via electronic mail, posted to
the Cities website
www.cityofflaglerbeach.com and on
www.demandstar.com. It is the bidder's
responsibility to confirm that all addenda
have been received prior to submitting a
bid. The Engineer can be contacted by
telephone (850) 484-6011 and mail at
chad.lyner@mottmac.com. All questions
should be directed in writing to the
Engineer at chad.lyner@mottmac.com. No
questions will be received by the
Engineer after 5:00 pm on Wednesday,
October 9, 2019.

No bids received after the time and date
specified for the opening will be
considered. The City of Flagler Beach,
Florida reserves the right to reject any
and all bids, to waive any and all
nonsubstantial irregularity in bids
received, whenever such waiver or
rejection is in the best interest of the
City.

Bids shall be addressed to the City Clerk,
City of Flagler Beach, 105 S. 2nd Street,
Flagler Beach, Florida 32136 in a
SEALED ENVELOPE plainly marked on
the outside: "Fishing Pier A-Frame
Structural Rehabilitation No. FB 2019-
1510".

L2341059 Sept. 27, 2019

Penny Overstreet

From: Penny Overstreet
Sent: Friday, November 8, 2019 1:03 PM
To: 'Shannon'; 'chadmerkel@comcast.net'
Cc: bruce.neu@mottmac.com; Jeanelle Jarrah
Subject: Notice of Intent to award Bid
Attachments: Notice of Intent to award A-frame Bid # FB-2019-1520.pdf

Importance: High

Tracking:	Recipient	Delivery
	'Shannon'	
	'chadmerkel@comcast.net'	
	bruce.neu@mottmac.com	
	Jeanelle Jarrah	Delivered: 11/8/2019 1:03 PM

Hello,

Attached is the Notice of the City of Flagler beach intent to award Bid No. FB-2019-1520 , Fishing Pier A-Frame Structural Rehabilitation. The notice is provided to for compliance with Flagler Beach Code of Ordinance Section 2-312 . A delivery receipt is implemented and serves as proof of notification. If you have any questions, please contact me directly.



Penny Overstreet, CMC

City Clerk
City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
www.cityofflaglerbeach.com
☎ 386-517-2000 ext. 233
– 386-517-2008

Penny Overstreet

From: Microsoft Outlook
To: Shannon; chadmerkel@comcast.net; bruce.neu@mottmac.com
Sent: Friday, November 8, 2019 1:03 PM
Subject: Relayed: Notice of Intent to award Bid

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Shannon (office@samsulamarine.com)

chadmerkel@comcast.net (chadmerkel@comcast.net)

bruce.neu@mottmac.com (bruce.neu@mottmac.com)

Subject: Notice of Intent to award Bid

PROJECT MEETING MINUTES

Project: Fishing Pier A-Frame Structural Rehabilitation

Topic: Pre-Construction Meeting

Location: Flagler Beach City Hall-Committee Chambers

Date/Time: November 5, 2019/1:00 pm

City Project No.: FB2019-1520

Mott MacDonald Project No.: 502396987-002

Recorded by: Bruce A. Neu, PE



- I. Introductions (See attached sign in sheet)
- II. Project Scope: The project generally consists of site mobilization and demobilization; removal and replacement of structural hardware; removal and replacement of structural pile to A-Frame connectors, timber bracing and supports; and all other ancillary work.
- III. Site Safety: Continuous protection from overhead work preparation, work effort and breakdown. Provide fire extinguishers for site work. No open flame/torches allowed. Provide layout, details, temporary fencing-barricades, temporary signs, lighting, etc. for protected 4' min. width access to all City facilities on and adjacent to pier:
 - a. Pier Access/Lifeguard Station (Public Access: 6:00 am -12:00 am daily)
 - b. Funky Pelican
 - c. Sidewalk in front of Pier
 - d. Restrooms
 - e. Bait Shop
 - f. Surf 97.3 Flagler Beach Radio Station, Vern Shank, Station Owner/Manager, flaglerbeachradio@gmail.com, 386.449.8355

IV. Project Schedule:

- a. City Notice of Award-Action on Contract at next City Commission Meeting?
- b. Contractor submission of signed contract, bonds and insurance certificates upon Notice of Award
- c. City Notice to Proceed (NTP)-Samsula Marine Mobilization (1-week min. notification to City)
- d. Substantial Completion: (90 calendar days from NTP)
- e. Final Completion: 120 calendar days from NTP

V. Review of Shop Drawings/ Fabrication/ A-Frame support Submittals to Engineer (Bruce Neu at Mott MacDonald)

VI. RFIs to Engineer (Bruce Neu at Mott MacDonald)

VII. Request for Payment Submission Schedule and City Payment Schedule (Use AIA G702 and G703 forms). City will require certified payrolls for County Grant reimbursement

VIII. Chain of Communication for Project Site, City Tenants and Utility (Power) Temporary Shut-off

- a. Larry Newsom-City Manager (day to day)
- b. Penny Overstreet-City Clerk
- c. Fred Griffith, PE-City Engineer
- d. Chief Doughney at Flagler Beach PD at least 1 week before mobilization for letting pier tenants and public know (Flagler Beach PD Facebook page)
- e. Bruce Neu, PE-Mott MacDonald
- f. Samsula Marine Contacts: (Provide City with Emergency Contact information before starting work)
On-site: Travis Ryan (Site Supt.)
Office: Shannon Keough
Office/Site Back-up: Chris Schlageter

IX. Project Storage and Staging Areas

- a. **Contractor will need 3 parking stall spaces. Coordinate with Flagler Beach PD for Designated Parking Stalls on A1A in front and South of Pier (No blocking ADA/HC Stalls).**
- b. **Dis-assembled storage enclosures on Funky Pelican side of Pier**

X. Contract Specifications and Plans for detailed work performance and requirements

XI. Other Discussion Items

- a. **Contractor will most likely start work right after New Year (mid-January) to get project work completed before Snow Birds, Spring Break and Daytona Bike-Week events.**
- b. **Time frame is also during low fishing pier attendance, except for die-hard fishermen.**

A. Minutes Distribution:

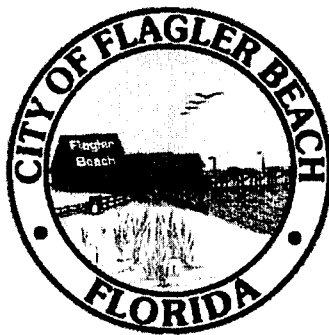
- Attendees
- Larry Newsom-City Manager
- Penny Overstreet-City Clerk
- Kathleen Doyle-City Finance Director
- Fred Griffith, PE-City Engineer
- Lee Richards, PhD, RA-City Project Coordinator
- Rick McFadden-City Construction Official
- Chad Lyner, PE-Mott MacDonald

**City of Flagler Beach
Flagler County, Florida**

Bid Set Specifications

for

**FISHING PIER
A-FRAME STRUCTURAL REHABILITATION**



City Project No.: FB2019-1510

Mott MacDonald Project No. 502396987-002

September 2019



**10245 Centurion Parkway North, Suite 320
Jacksonville, Florida 32256
Tel: (904) 203-1080
EB-0000155**

**City of Flagler Beach
Flagler County, Florida
CONTRACTOR'S PROPOSAL
Fishing Pier A-Frame Structural Repairs**

**City Project No.: FB-2019-1510
Mott MacDonald Project No. 502396987-002**

**City of Flagler Beach
105 Second Street
Flagler Beach, FL 32136**

Date: September 27, 2019

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein; that this Proposal is made without connection with any other person, company, or parties making bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has examined the site of the work, the Plans and Specifications for the work, the Contract Documents relative thereto, and has read all Special Provisions and Addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions pertaining to the work.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, and labor necessary to complete the work in full and in accordance with the shown, note, described, and reasonably intended requirements of the Contract Documents.

The Bidder also agrees that, at the time of signing the Contract, he will furnish the required insurance certificates, performance bond and labor and material payment bond.

The Bidder further agrees that in case of failure on his part to execute said Contract, with the Certificates of Insurance and Payment and Performance Bonds within ten (10) consecutive calendar days after written notice having been given of the award of the Contract, the Contract will be awarded to the next higher responsible bidder, and the undersigned will not be considered as a responsible bidder for future contracts for a period of at least one year.

ENGINEER'S ESTIMATE OF QUANTITIES - FOR BID COMPARISON ONLY

Project Name: Fishing Pier A-Frame Structural Rehabilitation
 Mott MacDonald Project No. 502396987-002

Base Bid:

Item	Description	Quantity	Unit	Unit Price	Amount
SITE WORK					
1	Mobilization/Demobilization @ 10% (maximum) of Total Base Bid Total	1	LS	10,000	10,000
2	Demolition, Removal and Offsite Disposal of all Materials Being Replaced	1	LS	12,560	12,560
3	Remove and Replace all thru bolts along the longitudinal axis of the existing A-Frame with 316 stainless steel fasteners and hardware of matching diameter, size and length. A-Frame structure to be temporarily supported as required during each connection replacement.	1	LS	42,402	42,402
4	Remove and Replace any "X" timber bracing in the plane of the roof line with new timber bracing of like kind, width, depth and length and fastener pattern. All replacement hardware to be 316 stainless steel. Roof structure to be temporarily supported as required during timber bracing removal and replacement.	10	EA	440	4,400
5	Remove and Replace Pile to A-Frame connection angles with (2) new 316 stainless steel L8x8x3/4" angles. All replacement connection hardware shall be of matching diameter, size and length of 316 stainless steel. A-Frame structure to be temporarily supported as required during each connection replacement.	8	EA	1,660	13,208
6	Remove and replace all existing ancillary all-thread rod fasteners with all-thread rod and hardware of 316 stainless steel of matching diameter, size and length.	1	LS	20,600	20,600
7	Staging area, job site, worker, general public and traffic safety means and methods for continuous, ADA compliant access to the Funky Pelican restaurant, Fishing Pier, public rest rooms, Life Guard Station, and Bait Shop via Route A1A, sidewalks, and A-Frame walkway	1	LS	25,500	25,500
8	Construction Contingency for Unknown Conditions	1	LS	\$20,000	\$20,000
BASE BID TOTAL					148,670

Base Bid Total: One hundred forty-eight six hundred seventy thousand

Contractor's Name: SAMSULA WASTE INC. DBA SAMSULA MARINE DIVISION

Receipt is acknowledged of the following addenda:

No. 1 Dated 10-9-19
 No. _____ Dated _____
 No. _____ Dated _____
 No. _____ Dated _____

BIDDER agrees that the OWNER has the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. BIDDER further agrees that the OWNER may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates—with all decisions being made based upon what OWNER believes to be the best interest of its ratepayers, in the reasonable exercise of its discretion. BIDDER also acknowledges and agrees that the OWNER reserves the right to increase or decrease quantities as may be required to meet the needs of OWNER, at the unit price which was bid.

Respectfully submitted,

By:

10-11-19
(Date)

[Signature]
(Signature)

VP Sec
(Title)

(SEAL – IF BIDDER IS A CORPORATION)

SAMSULA WASTE INC DBA SAMSULA MARINE DIVISION
(Company)

363 S. SR 415 New Smyrna Beach, FL 32168
(Business Address)

(888) 423-6769
(Telephone Number)

office@samsulamarine.com
(e-mail address)

06-1723658
(Federal ID Number)

Florida Licenses Held:

Type: MARINE CONTRACTOR
General contractor

No.: SCC131152153
 No.: CSC1521182
 No.: _____

TRENCH SAFETY COMPLIANCE CERTIFICATION

Any trench or similar excavation having a depth in excess of five (5) feet will be subject to the Excavation Safety Standards established by the Occupational Safety and Health Administration, 29.C.F.R. s. 1926.650 Subpart P.

By the signature of its undersigned authorized representatives, the Bidder hereby assures ECUA that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

The cost of compliance with applicable trench safety standards is estimated by the Bidder to be \$ 10, which cost is included in the amount of the bid.

The specific methods of compliance with applicable Trench Safety Standards, and the cost of compliance are as follows:

N/A

D. McDonald
Authorized Official

DRUG FREE WORKPLACE CERTIFICATION

In the event of a tie, preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR SANSULA WASTE INC DBA
SANSULA MARINE DIVISION

TITLE VP/SEC

AUTHORIZED SIGNATURE D. McDonald DATE 10-11-19

ANTI-COLLUSION STATEMENT

STATE OF FLORIDA

CITY/COUNTY OF VOLUSIA

NATASHA McDONALD

being first duly sworn, deposes and says that he is

Vice President

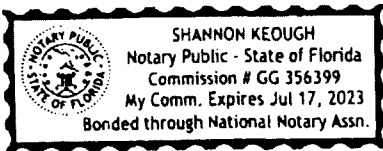
Title of Person Signing

of SAMSUCA WASTE INC, DBA SAMSUCA MARINE DIVISION

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.



BY N McDonald

BY _____

BY _____

SWORN to me before this 11 day of OCTOBER 2019.

Shannon Keough
Notary Public

My Commission Expires 7-17-23

CITY OF FLAGLER BEACH, FLORIDA INSURANCE REQUIREMENTS CHECKLIST

CITY OF FLAGLER BEACH, FLAGLER COUNTY, FLORIDA

Item marked "X" must be provided

- X General Liability

<u>X</u> Commercial General Liability	Minimum Limits Required	\$ <u>2,000,000</u> General Aggregate
<u>X</u> Occurrence Form		\$ <u>1,000,000</u> Product/Completed Operations Agg.
_____		\$ <u>1,000,000</u> Personal & Advertising Injury
_____		\$ <u>1,000,000</u> Each Occurrence
_____		\$ <u>100,000</u> Fire Damage

- X Automobile Liability
Owned, Hired & Non-Owned
Occurrence \$ 1,000,000 Combined Single Limit per

- X Worker's Compensation and Employer's Liability

Statutory	\$ <u>100,000</u> Each Accident
	\$ <u>500,000</u> Disease – Policy Limit
	\$ <u>100,000</u> Disease – Each Employee

- _____ Professional Liability – Errors & Omissions
(*To be completed by Bidder)
 *Deductible: \$ _____ Aggregate
 *Claims Made (Y/N): _____ Each Claim
 *Occurrence (Y/N): _____
 *Defense Included in Limits (Y/N): _____

- X Builder's Risk/Installation Floater
(*To be completed by Bidder)
 *Flood included: \$ _____ Limit \$ _____ 100% of Completed or Installed Value,
 *Transportation included: \$ _____ Limit All-Risk Form
 *Storage included \$ _____ Limit
 City must be a named insured.
 Copy of policy will be required.

- X Other (if required)
Longshore and Harbor Workers' Compensation Act \$ _____
Jones Act \$ _____

- X The Certificate of Insurance must show "The City of Flagler Beach, elected officials and employees" as an additional insured.
- X Certificates must give to the City of Flagler Beach 30 days' prior written notice of cancellation, non-renewal, or adverse change.
- X Certificates must identify bid number and bid title.
- X A waiver of Subrogation shall be provided to the City.

Statement of Bidder: We understand the requirements requested and agree to comply fully.

Bidder – Authorized Signature: A complete copy of this form with **original** signature must accompany bid.

D. McDonald
Signature

SAMSUCA WASTE INCUBA SAMSUCA
Company MARINE DIVISION

VP/Sec
Title

AGREEMENT

This Agreement is made and entered into as of the 14 day of October, 2019, by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation, 105 South Second Street, Flagler Beach, Florida, 32136, ("City"), and SAMSULA WASTE INC DBA SAMSULA MARINE DIVISION corporation, whose address is 303 S. SR 415 NEW SMYRNA BEACH, FL 32168 ("Contractor") (who herein may individually be referred to as a "Party" or collectively as the "Parties"), to perform all work ("Work") in connection with construction of the **Fishing Pier A-Frame Structural Rehabilitation** ("Project"), as said Work is set forth in the Plans and Specifications prepared by **Mott MacDonald Florida, LLC** ("Engineer") and other Contract Documents hereafter specified.

SECTION I CONTRACT DOCUMENTS

A. The Contract Documents consist of this Agreement, the Exhibits described in Section VI hereof, Change Orders, Field Orders and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). An executed copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. City shall furnish to the Contractor one (1) set of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION II SCOPE OF WORK**A. General**

Contractor will provide all services, equipment, materials and incidentals required for the proper construction of the Project.

B. Responsibilities of Contractor with Respect to Construction

(1) The Contractor will provide all construction supervision, inspection, testing, labor, materials, tools, construction equipment, and subcontracted items necessary for the execution and completion of the Project.

(2) The Contractor will pay all sales, use, gross receipts and similar taxes related to the Work provided by the Contractor which have been legally enacted at the time of execution of this Agreement and for which the Contractor is liable.

(3) The Contractor will prepare and submit for the City's approval an estimated Progress Schedule for the Project. The Progress Schedule shall indicate the dates for the starting and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work and those unforeseen conditions and events which are beyond the Contractor's control.

(4) The Contractor shall keep such full and detailed accounts as may be necessary for the proper financial management under this Agreement. The system shall be satisfactory to the City who shall be afforded access to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. The Contractor shall preserve all such records for a period of **five (5) City Fiscal years** after the final payment, or longer, where required by law.

C. Royalties and Patents

The Contractor shall pay all royalties and license fees for materials, methods and systems incorporated in the Work. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof except when a particular design process, or product, is specified by the City. In such case the Contractor shall be responsible for such loss only if it has reason to believe that the design, process or product so specified is an infringement of a patent and fails to give such information promptly to the City.

D. Warranties and Completion

In addition to the warranties set forth in Section 20 of the General Terms and Conditions (Exhibit "A") (hereafter "General Conditions"):

(1) The Contractor will secure required certificates of inspection, testing or approval and deliver them to the City;

(2) The Contractor will collect all written warranties and equipment manuals and deliver them to the City; and

(3) The Contractor, with the assistance of the City's maintenance personnel, will direct the checkout of utilities and operations of systems and equipment for readiness, and will assist in their initial start-up and testing.

SECTION III CONTRACT AMOUNT

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of City, City agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: FISHING PIER A-FRAME Dollars (\$ 148,670).
STRUCTURAL REHABILITATION

SECTION IV BONDS

A. Contractor shall provide Performance and Payment Bonds, in the forms prescribed in Exhibits "B" and "C", in the amount of one hundred percent (100%) of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida, listed in the current edition of the US Department of the Treasury Circular 570, and otherwise acceptable to the City; provided, however, the surety shall be rated as "A" or better and Class XII or higher rating as to financial size category and the amount required shall not exceed two percent (2%) of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the City's approval.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment Bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it.

SECTION V CONTRACT TIME AND LIQUIDATED DAMAGES

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the City. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within one hundred and twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the City within ninety (90) calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until Certificates of Insurance (see Section 12.2, et seq., of the General Conditions) have been received and approved by the City.

B. City and Contractor recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the thirty (30) calendar day time period noted in Paragraph A, above, City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the City issues a Substantial Completion Certificate pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the Parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a holiday for the City employees, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or such holiday.

SECTION VI EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- Exhibit "A": General Terms and Conditions
- Exhibit "B": Form of Performance Bond
- Exhibit "C": Form of Payment Bond
- Exhibit "D": Certificates of Insurance
- Exhibit "E": Form of Release and Affidavit
- Exhibit "F": Form of Contractor Application for Payment
- Exhibit "G": Form of Change Order
- Exhibit "H": Basis of Payment
- Exhibit "I": "Plans and Specifications" consisting of (i) 3 Drawings prepared by Mott MacDonald Florida, LLC titled "Flagler Beach Pier A-Frame Structural Rehabilitation" comprised of drawing numbers S-0 to S-3, dated September 2019; and (ii) Specifications titled "Project Manual for Fishing Pier A-Frame Structural Rehabilitation", dated September 2019.

SECTION VII DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

As-Built -- A complete set of marked-up Project Drawings showing field changes and actual installed conditions, including all buried and concealed items identified and/or discovered inside and adjacent to the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than three (3) permanent features.

Change Orders -- A written order to the Contractor by the City, in the form set forth in Exhibit "G", authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Amount or the Contract Time.

Construction Phase -- The period during which construction of the Project occurs.

Drawings -- The portions of the Contract Documents, referenced in Exhibit "I", which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

Field Order -- A written order effecting a change in the Work not involving an adjustment in the Contract Amount or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

Shop Drawings -- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, its Subcontractor, manufacturer, supplier, or distributor, which illustrate how specified portions of the Work shall be fabricated or installed.

Specifications -- The portions of the Contract Documents, set forth in Exhibit "J", consisting of written descriptions of a technical nature of materials, equipment, construction systems, and workmanship.

Subcontractor -- An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a portion of the Work at the site.

Substantial Completion -- The date certificated by the Engineer when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it is intended.

Work -- All labor and services necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

Work Directive Change -- A written directive issued by the City or the Engineer to the Contractor changing the scope of the Work.

SECTION VIII NOTICES

A. All notices, communications, reports, applications, or other written documents required or made pursuant to this Agreement by the Contractor to the City shall be in writing and delivered by hand, electronic mail (e-mail) or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Larry Newsom, City Manager and Penny Overstreet, City Clerk
City of Flagler Beach
105 South Second Street
Flagler Beach, Florida 32136
lnewsom@cityofflaglerbeach.com
poverstreet@cityofflaglerbeach.com

and Contractor shall provide a copy thereof to:

Bruce A. Neu, PE – Principal Project Manager
Mott MacDonald Florida, LLC
10245 Centurion Parkway North, Suite 320
Jacksonville, FL 32256-2808
Bruce.neu@mottmac.com

B. All notices required or made pursuant to this Agreement by City to Contractor shall be made in writing and shall be delivered by hand or United States Postal Service Department, first class, mail, postage pre-paid, return receipt requested, addressed to the following:

C. Either Party may change its above stated address by giving written notice to the other Party in accordance with the requirements of this Section.

SECTION IX MISCELLANEOUS

A. Modifications. No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Parties.

B. Successors and Assigns. Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their successors and assigns.

C. Governing Law. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

D. No Waiver. The failure of the City to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. Any custom or practice of the Parties in variance with the terms of this Agreement shall not constitute a waiver of the aggrieved Party’s right to demand strict compliance with the terms of this Agreement.

E. Entire Agreement. The Parties agree and represent that this Agreement comprises the full and entire agreement between the Parties affecting the Work contemplated herein, and no other agreement or understanding of any nature concerning the same has been entered into, or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

F. Severability. The invalidity, unenforceability, or lawful rejection of any of the provisions of this Agreement shall not affect or impair the validity or enforceability of any other provision. To the extent any provision is invalid, unenforceable, or lawfully rejected, the Parties desire and hereby request the courts (or applicable regulatory authorities) to construe, reconstruct

and/or reform this Agreement in a manner rendering this Agreement effective within the intent and purpose of this Agreement.

G. Attorneys' Fees. In connection with any dispute or litigation arising under, from, as a result of, or out of this Agreement, the Parties agree that the prevailing Party in such dispute or litigation shall be entitled to recover all costs and expenses incurred (including those incurred in any appeals from any litigation and enforcement of judgment), including reasonable attorneys' fees and fees for the service of other professionals, para-professionals and similar persons.

H. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

I. Relationship of Parties. This Agreement is not intended, and shall not be construed, to create a partnership, joint venture of other similar relationship between the Parties.

J. Plurals/Gender. Whenever the context of this Agreement permits, the singular shall include the plural, and one gender shall include all.

K. Headings. The headings or captions set forth this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of date first set forth above.

SAMSULA WASTE, INC. DBA
SAMSULA MARINE DIVISION

a _____ corporation.

By: [Signature]

Its: VP/Sec

ATTEST:

Its: _____

CITY OF FLAGLER BEACH, FLORIDA,
a Florida municipal corporation.

By: _____

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk



BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we SAMSULA WASTE INC
called the Principal and **Argonaut Insurance Company**, an Illinois corporation, called the
Surety, are held and firmly bound unto City of Flagler Beach,
called the Obligee, in the sum of Five PERCENT OF THEIR GREATEST AMOUNT BID
(5% of* G.A.B.), for the payment of which we bind ourselves, and our successors and assigns
jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract
for **Fishing Pier A-Frame Structural Rehabilitation, Bid No. FB 2019-1510**

("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid within
the greater of 60 days from submission of the bid or the time specified in the bid documents, or
within such time period as may be agreed by the Obligee and Principal, and Principal enters into
a contract with Obligee in conformance with the terms of the bid and provides such bond or
bonds as may be specified in the bidding or contract documents, then this obligation shall be
void; otherwise Principal and Surety will pay to Obligee the difference between the amount of
Principal's bid and the amount for which Obligee shall in good faith contract with another
person or entity to perform the work covered by Principal's bid, but in no event shall Surety's
and Principal's liability exceed the penal sum of this bond.

The Surety hereby waives any notice of an agreement between the Obligee and Principal to
extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not
apply to any extension exceeding ninety (90) days in the aggregate beyond the time for
acceptance of bids specified in the bid documents, and in such event the Obligee shall obtain the
Surety's written consent for an extension beyond ninety (90) days.

Signed this 10th day of October, 2019.

* their

SAMSULA WASTE INC
PRINCIPAL

Title

ARGONAUT INSURANCE COMPANY

Gabriella Grady, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

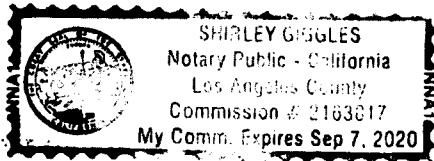
On OCT 10 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GABRIELLA GRADY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Bond No.: CMGB0005894

Premium: \$0.00

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanva Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

Joshua C. Betz

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of October, 2019.



James Bluzard

James Bluzard, Vice President-Surety