

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA
RESOLUTION 2013-05**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, pursuant to Resolution 2007-156, the City Council amended the Purchasing Policies and Procedures to provide that any purchases over \$10,000 and less than \$25,000 must be placed on a City Council agenda as a consent item for approval prior to execution of the contract or consummation of the purchase; and

WHEREAS, the City Manager has authorized staff to prepare purchase orders for the item set forth in Exhibit "A," attached hereto and now wishes to bring it before City Council as a consent item.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves the purchases set forth in Exhibit "A" attached hereto and incorporated herein.

Section 3. The City Manager or designee is authorized to execute any agreements in connection with the purchase and expend budgeted funds on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF JANUARY, 2013.

THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Bull, Keating, Ramsay, Snead, Cinque
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

Exhibit "A"

ITEM	FIRM	SCOPE	COST
1.	GONZALEZ BROTHERS LANDSCAPING, INC.	REMOVE THE EXOTIC INVASIVE AUSTRALIAN PINE TREES AT COCO PLUM BEACH	\$17,800.
2.	AMERICAN UNDERWATER CONTRACTORS INC.	REPLACEMENT OF CERTAIN COMPONENTS FOR 13 SWIM BUOYS AT SOMBRERO BEACH	\$11,784.

CHANGE ORDER #3

Invasive Exotics - Australian Pine Tree Removal at Coco Plum Beach

DATE: January 8, 2013

TO: City of Marathon

CONTRACT: Landscape and Facilities Maintenance Services

PROJECT: Invasive Exotics - Australian Pine Tree Removal at Coco Plum Beach

CONTRACTOR: Gonzalez Brothers Landscaping, Inc.

TOTAL CHANGE ORDER AMOUNT: \$17, 800.

CALENDAR DAYS TO FINAL COMPLETION: 30

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth and attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to Gonzalez Brothers Landscaping, Inc. for all costs, expenses, overhead, and profit, and any damages of every kind that Gonzalez Brothers Landscaping, Inc. may incur in connection with the above referenced changes in the Landscaping Services or any other effect on any of the Landscaping Services under this Agreement. Gonzalez Brothers Landscaping, Inc. acknowledges and agrees to (a) the Guaranteed Maximum Price of \$17,800 under this Change Order, and (b) the schedule for performance of Landscaping Services will be 30 days after Notice to Proceed. Payment will be made in 2 installments. Gonzalez Brothers Landscaping, Inc. expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CITY OF MARATHON
a Florida municipal corporation

By: 

Name: Roger T. Hensford

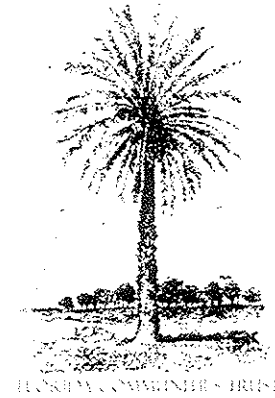
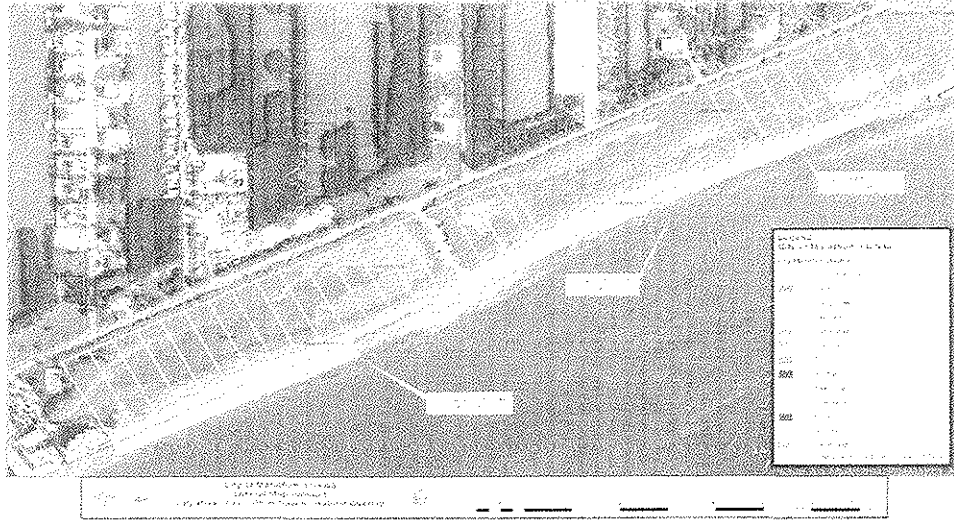
Title: City Manager

GONZALEZ BROTHERS LANDSCAPING,
INC.

By: 

Name: William Gonzalez

Title: OWNER



The City is required by DEP
FCT to remove exotic
invasive plants such as the
Australian Pine trees at
Coco Plum Beach





COPY

PURCHASE ORDER

City of Marathon, Florida

P.O. #5743

9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

Date: January 14, 2013

VENDOR American Underwater Inc.
17536 SE Conch Bar Avenue
Tequesta, FL 33469

SHIP TO City of Marathon
9805 Overseas Hwy
Marathon, FL 33050

ATT: Sean Cannon

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
		Replacement Components for 13 Swim Buoys at Sombbrero Beach - Res 2013-05			11,784.00

SUBTOTAL	11,784.00
SALES TAX	Exempt
TOTAL	11,784.00

For internal use only:
001-8010-579-311-01

1. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
2. Please notify us immediately if you are unable to provide as specified.
3. Send all correspondence to: City of Marathon, 9805 Overseas Highway, Marathon, FL 33050

Juan Geary 1/14/13

 Authorized by Date

SECTION 3
BID TENDER FORM

Replacement of Certain Components For 13 Swim Buoys at Sombrero Beach

Bid of AMERICAN UNDERWATER CONTRACTORS, INC.
(name)
17530 SE CONCH BAR AVE, TEQUESTA, FL 33469
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Replacement of Sombrero Beach Swim Buoys”

TO: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Attention: City Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the bid of the contract to which the Work pertains; that this bid is made without connection or arrangement with any other person, company, or parties making bids and that the bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself/herself/itself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he/she/it has examined the specifications for the Work and from his/her/its own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of bids, and has satisfied himself/herself/itself fully, relative to all matters and conditions with respect to the Work to which this bid pertains.

The Bidder bids and agrees, if this bid is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the bid and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further bids and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder agrees to execute a contract and furnish the executed Contract, Insurance Certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of the Contract. Failure on the part of the Bidder to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the City. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's bid amount. As set forth in the attached Bid Form.

It is intended that all Work to be performed under this Bid shall commence no later than January 31, 2013.

In no event shall City be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. ADC 1 # 19308

Bidder's Occupational License No. 47161 - 65600

WITNESS

[Signature]

By: Chris Foster
Signature of Authorized Agent

James W. O'Donnell

(SEAL)

Bid for Replacement of Certain Components for Thirteen (13) Swim Buoys at Sombrero Beach
Bid Amount (Amount Not to Exceed \$15,000). \$ 11,784.00

* BUOYS TAKE 4-6 WEEKS TO BE DELIVERED FROM THE MANUFACTURER FROM THE DATE OF ORDER/MTF.

9

Eleven thousand, seven hundred and eighty four dollars.

5743

PURCHASE ORDER REQUISITION

VENDOR NO. _____

DATE January 9, 2013 DATE NEEDED ASAP

VENDOR American Underwater Inc. SHIP TO: _____

ADDRESS 1 17536 SE Conch Bar Ave. Tequesta, FL 33469

ADDRESS 2 _____

Res 2013-05

AMOUNT OF PURCHASE \$11,784.00

ACCOUNT CODE: _____ ACCOUNT NUMBER 001-8010-579-311.01

DESCRIPTION OF REQUISITION:

For replacement of certain components for 13 swim buoys at Sombrero Beach.

JUSTIFICATION OF PURCHASE:

Council approval of Resolution 2013-05.

APPROVAL SIGNATURES

DEPARTMENT HEAD: *Sen M. Con*

CITY MANAGER: *[Signature]* 010913

FINANCIAL APPROVAL
Purchase order # _____ *PM* 1-11-13
Date Processed:

COUNCIL AGENDA STATEMENT



Meeting Date: January 8, 2013
To: Honorable Mayor and Councilmembers
From: Debbie London, Community Services Coordinator
Through: Roger T. Hernstadt, City Manager

A handwritten signature in black ink, appearing to be "DL", is written over the name "Debbie London" in the "From:" line.

Agenda Item: **Resolution 2013-05**, Approving Certain Purchases In Excess Of \$10,000 And Less Than \$25,000; Authorizing The City Manager Or Designee To Enter Into Agreements In Connection Therewith And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date (Gonzalez Brothers Landscaping, Inc. In The Not To Exceed Amount Of \$17,800 To Remove The Exotic Invasive Australian Pine Trees At Coco Plum Beach and American Underwater Contractors, Inc. In The Not To Exceed Amount Of \$11,784 For Replacement Of Certain Components For 13 Swim Buoys At Sombrero Beach)

BACKGROUND & JUSTIFICATION:

Item 1: Gonzalez Brothers Landscaping, Inc. In The Not To Exceed Amount Of \$17,800 To Remove The Exotic Invasive Australian Pine Trees At Coco Plum Beach

In our December 13, 2012 memo, you were advised that we intended to extend the continuing services contract in order to remove the exotic invasive Australian Pine trees at Coco Plum beach. Utilizing the existing continuing services agreement the City requested proposals for the work from DOT Palm Landscaping, Inc., Landscape Services and Gonzalez Brothers Landscaping, Inc. (Gonzalez) to remove the Exotic Invasive Australian Pine trees at Coco Plum Beach. A quotation was also obtained from another local firm - Alex Landscaping, Inc.

Gonzalez provided the lowest quotation. Change Order 3 will be issued to Gonzalez continuing services contract in the amount of \$17,800, with 30 days to complete the work.

This project is budgeted in the 2012-13 Capital Infrastructure - Landscaping and Natural Conservation projects, fund no. 101-6501-572-614.

Attachments: Change Order 3

Item 2: American Underwater Contractors, Inc. In The Not To Exceed Amount Of \$11,784 For Replacement Of Certain Components For 13 Swim Buoys At Sombrero Beach

The City of Marathon's Sombrero Beach Park includes a designated swimming area. The swimming area is surrounded by 13 anchored buoys, marking it a swim area and prohibiting vessels from entering. The existing buoys were first permitted and installed in 2005. Although some repairs have been made in the years since, all of the buoys and some of the anchoring systems are in need of replacement at this time.

CONTRACT

Replacement of Certain Components for 13 Swim Buoys at Sombrero Beach

THIS CONTRACT is made this 8th day of January, 2013 by and between the City of Marathon, Florida (the "City") and American Underwater Contractors, Inc. (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

6.1. **SCOPE OF WORK-** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications.

6.2. **COMPENSATION/PAYMENT**

Contractor shall provide the City with an invoice upon completion of the project.

6.3. **TERM-** This Agreement shall be effective (Insert Date) 2013 and shall continue until (Insert Date) 2013. The City may, at its sole option, extend this Agreement on the same terms and conditions for two (2) additional terms of one (1) year each. Such extensions shall be effective upon receipt of a written notice from the City Manager to the Contractor received not later than 30 days prior to the date of termination.

6.4. **CONTRACTOR' S DUTY TO INSPECT-** The Contractor has carefully examined the described site areas and similar site areas and has made sufficient tests and other investigations to fully satisfy himself/herself/itself as to site conditions, and he/she/it assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

6.5. **NON-WAIVER-** The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Agreement.

6.6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all the Work from damage and shall protect public and private property from injury or loss arising in connection with the Contract as follows:

6.6. 1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction Safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

6.6.2. The Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

6.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land or body of water adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent

property, whether real or personal, is not endangered in any way, and all environmental protection precautions are adhered to, and shall take all necessary or directed steps, to protect the property and environment. The same care shall be exercised by all Contractor's and subcontractor's employees.

6.7 . INDEMNIFICATION

6.7.1 . The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

6.7.2. This indemnification obligation shall survive the termination of this Agreement.

6.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

6.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

6.8. CONTRACT DOCUMENTS- The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;

All Addendums;

Contract Agreement;

Invitation to Bid Document;

Bid;

Detailed Specifications;

Qualification Statement;

Insurance Certificates;

Licenses;

6.9. CONTRACTOR' S EMPLOYEES

6.9.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

6.9.2. Contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

6.9.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

6.10. . **INSURANCE**- The Contractor shall provide and maintain during the life of this Agreement the following coverages.

6.10.1. “Worker’s Compensation Insurance” in amounts as specified by Florida Law.

6.10.2. Comprehensive and general liability insurance shall be provided with a limit of \$1,000,000.00 each:

a. Comprehensive Auto Liability Insurance shall be provided with a limit of \$300,000.00 and the City shall be named as an additional insured.

b. United States Longshore and Harborworkers (USL&H) and Jones Act.

c. Completed Operations and Marine Employers Liability

6.10.3. All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida.

6.10.4. At the time of execution of this Agreement, the Contractor will file with the City certificates of such insurance that are acceptable to the City. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

6. 11. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Contract without prior written approval of the City. This Contract may only be amended by the parties with the same formalities as this Contract.

6.12. **TERMINATION**

6.12.1 . Either party may terminate this Contract without cause upon 30 days written notice to the other party.

6.12.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

6.12.3 . After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

6.12.4. The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract.

6.13. **CHOICE OF LAW**- This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

6.14. **ATTORNEY’ S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

6.15. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 1 19, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 1 19, Florida Statutes. The Contractor shall retain all

records associated with this Contract for a period of three (3) years from the date of Termination.

6.16. **INSPECTION AND AUDIT**- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

6.17. **SEVERABILITY**- If a term, provision, covenant, contract or Condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

6.18. **WAIVER OF JURY TRIAL**- The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

6.19. **COUNTERPARTS**- This Contract may be signed in one or more counterparts, each of which, when executed shall be deemed an original and together shall constitute one and the same instrument.

6.20. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of Marathon
9805 Overseas Highway
Marathon, FL 33050

Attention: Roger Hernstadt, City Manager

Contractor: AMERICAN UNDERWATER CONTRACTORS, INC
17536 SE CONCH BAR AVENUE
TEQUESTA, FL 33469

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest: CITY OF MARATHON

By: Diane Clavier

Diane Clavier, City Clerk

By: JK Roger T. Hernstadt

Roger T. Hernstadt, City Manager

By: [Signature]
City Attorney

Signed, sealed and witnessed in the presence of: As to Contractor: [Signature], PRESIDENT

By: [Signature]

By: [Signature]

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

SCOPE OF WORK

The City of Marathon owns 13 vessel exclusion swim buoys at Sombrero Beach Park, in Marathon, Florida Keys, for the purpose of providing a safe area for swimming, while excluding vessels. The buoys have aged and certain components are in need of replacement.

The work includes supply and replacement by contractor of 13 buoys, 13 downlines and 4 anchors. The 13 underwater floats will be provided by the City of Marathon. All diving activity and practices are to comply with the Association of Diving Consensus Standards and any required government safety regulations. The diving business must be insured for a minimum liability coverage including completed operations insurance of one (1) million dollars and an aggregate of one (1) million dollars. The policy shall include the City as an additional insured.

SPECIFICATIONS

- Removal of buoys currently installed and replacement of all 13 buoys after listed components are in place on the buoys. All components not replaced are to be cleaned. GPS locations will be made available upon request.
- Components (Also see diagram to follow) needed are as follows:
 - 13 of 80" Spar Buoys to be replaced
 - 13 of Downlines to be replaced, each of which includes:
 - Quantity (2) of 5/8" I.D. Pliovic Multipurpose Hose
 - Quantity (5) stainless steel cable clamps, suitable for 1/2" stainless cable
 - Quantity (1) of 20 foot length 1/2" stainless cable
 - Quantity (1) of 1" galvanized safety bolt shackle with cotter pin.
 - Quantity (1) of 2 foot length 2 1/4" I.D. fire hose with heavy duty plastic zip ties at each end to close off hose
 - Quantity (1) of 7/8" galvanized heavy duty wire rope thimble
 - Quantity (1) of 1/2" stainless steel safety bolt shackle
 - Quantity (4) of 6 foot Helix Anchors
 - The 13 underwater floats will be provided by the City of Marathon.

Standard anchor type based on typical substrate:

- 1) For substrate of up to 5' of sand/mud overburden above a hard rock substrate the anchor shall be a rock penetrating helical embedment anchor. The anchor shall be a minimum of 6' long, with a minimum helical disk size of 6", with a minimum shaft diameter of 1 1/4". The anchor shall be galvanized steel. The anchor shall be securely embedded a minimum of 5 1/2' into the seafloor with the head exposed approximately 6" to allow for attachment of the downline. The anchor shall be installed in a manner which provides for removal, via heavy equipment, if and when necessary.

Alternate anchor types based on other substrates:

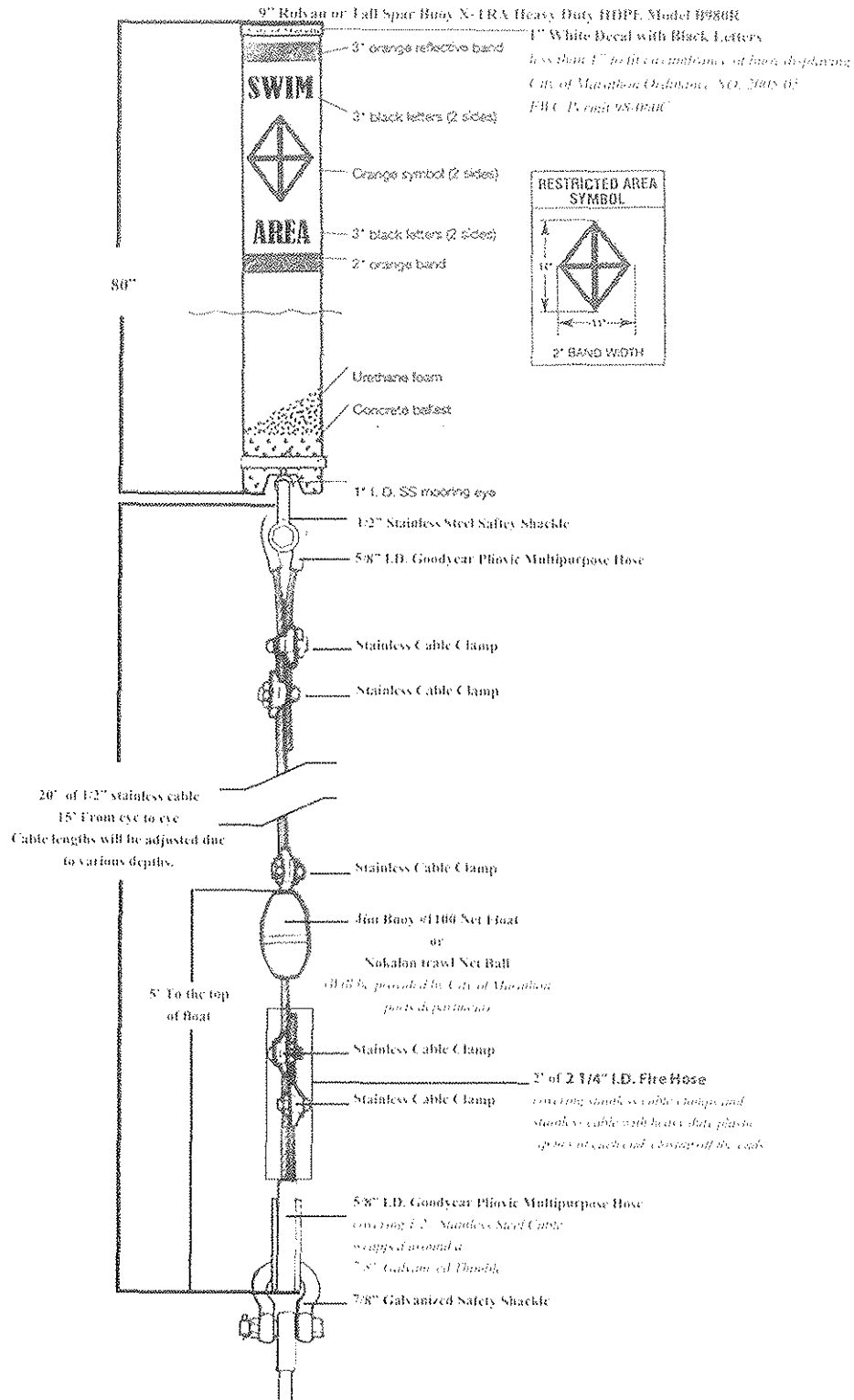
- 2) For substrate greater than 5' of sand/mud the anchor shall be a soft bottom helical embedment anchor. The anchor shall be a minimum of 6' long, with a minimum helical disk size of 8", with a minimum shaft diameter of 1 1/4". The anchor shall be galvanized steel. The anchor shall be securely

embedded a minimum of 5 ½' into the seafloor with the head exposed approximately 6" to allow for attachment

- All deliverables and invoices for the buoys to be addressed to the City of Marathon, Attn: Ports Director, 800 35th Street Ocean - Marathon, FL 33050, or hand delivered to this address.



Swim Buoy Diagram



SECTION 3
BID TENDER FORM

Replacement of Certain Components For 13 Swim Buoys at Sombrero Beach

Bid of AMERICAN UNDERWATER CONTRACTORS, INC
(name)
17526 SE CONCH BAR AVE, TEQUESTA, FL 33469
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

"Replacement of Sombrero Beach Swim Buoys"

TO: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Attention: City Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the bid of the contract to which the Work pertains; that this bid is made without connection or arrangement with any other person, company, or parties making bids and that the bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself/herself/itself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he/she/it has examined the specifications for the Work and from his/her/its own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of bids, and has satisfied himself/herself/itself fully, relative to all matters and conditions with respect to the Work to which this bid pertains.

The Bidder bids and agrees, if this bid is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the bid and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

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The Bidder agrees to execute a contract and furnish the executed Contract, Insurance Certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of the Contract. Failure on the part of the Bidder to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the City. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's bid amount. As set forth in the attached Bid Form.

It is intended that all Work to be performed under this Bid shall commence no later than January 31, 2013.

In no event shall City be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. ADC1 # 19308

Bidder's Occupational License No. 47161 - 65606

WITNESS

[Signature]

By: Chris Jozfer
Signature of Authorized Agent

James W. O'Donoghue

(SEAL)

Bid for Replacement of Certain Components for Thirteen (13) Swim Buoys at Sombrero Beach
Bid Amount (Amount Not to Exceed \$15,000). \$ 11,784.00

* BUOYS TAKE 4-6 WEEKS TO BE DELIVERED FROM THE MANUFACTURER FROM THE DATE OF ORDER/NTP.

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Eleven thousand, seven hundred and eighty four dollars.