



# City of Stuart

Mr. Chuck Brannon  
Vice President, Disaster Operations  
Witt O'Brien's, LLC  
121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

1202 15th St. NW, Suite 600  
Washington, DC 20005  
Cell: +1(850) 376-2375  
Email: CBrannon@wittobriens.com  
www.wittobriens.com  
24 Hour Emergency: +(985)781-0804

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

October 5, 2016

Email: CBrannon@wittobriens.com and contractrequests@wittobriens.com

~~Witt O'Brien's Response Management LLC  
Attn: Mr. Tim Perkins, President & Chief Operation Officer  
2200 Eller Drive  
Fort Lauderdale, FL 33316~~

~~Via: Email transmission, [msestak@wittobriens.com](mailto:msestak@wittobriens.com)~~

RE: Extension Request for RFP No. 2011-103, Debris Monitoring Services

Dear Mr. Perkins:

A request to solicit proposals for Debris Monitoring Services is in the process of development. An extension of an additional three (3) month period has been requested by Dave Peters, Assistant Public Works Director.. The City of Stuart requests extension of the current contract through March 13, 2017, if mutually agreed upon by both parties, in order to maintain continuity of service and allow sufficient time to solicit, open, evaluate and recommend award of a new contract.

Please complete the bottom portion of this letter if your firm will agree to the requested extension under the same terms, conditions, and pricing as the original Agreement through March 13, 2017. Your response is requested as soon as possible. You may fax your response to (772) 600-0134 or send it by email to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308 if you should have any questions.

Sincerely,

Lenora Darden  
Procurement Manager

c: Dave Peters, Asst Public Works Director  
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III  
2011-103 File

I hereby agree to the contract extension as specified of the subject Agreement

Please see updated contact information above.

I am unable to agree to the contract extension as specified of the subject Agreement

Elizabeth Apple

(Signature)

Printed Name

10/05/2016

Controller

Date

Title



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 105-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW RFP NO. 2011-103 WITH O'BRIENS RESPONSE MANAGEMENT LLC OF FORT LAUDERDALE, FLORIDA FOR DEBRIS MONITORING SERVICES AT VARIOUS LOCATIONS IN THE CITY FOR THE FOURTH AND FINAL RENEWAL PERIOD THROUGH DECEMBER 14, 2016, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

NOW TEHREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida hereby approves the renewal of the fourth and final renewal period for RFP# 2011-103, Debris Monitoring Services with O'Brien's Response Management LLC, of Fort Lauderdale, Florida for the period December 15, 2015 through December 14, 2016.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 105-2015

Approve the 4<sup>th</sup> Renewal period for RFP #2011-103, Debris Monitoring Services

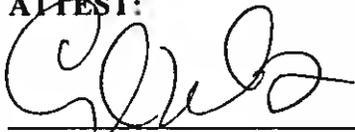
ADOPTED this 9<sup>th</sup> day of November 2015.

Commissioner KRAUSKOPF offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

**KELLI GLASS-LEIGHTON, MAYOR**  
**JEFFREY KRAUSKOPF, VICE MAYOR**  
**TOM CAMPENNI, COMMISSIONER**  
**TROY MCDONALD, COMMISSIONER**  
**EULA R. CLARKE, COMMISSIONER**

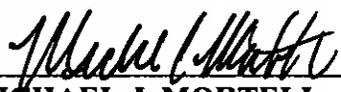
YES	NO	ABSENT
X		
X		
X		
X		
X		

ATTEST:

  
\_\_\_\_\_  
**CHERYL WHITE**  
**CITY CLERK**

  
\_\_\_\_\_  
**KELLI GLASS-LEIGHTON**  
**MAYOR**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

  
\_\_\_\_\_  
**MICHAEL J. MORTELL**  
**CITY ATTORNEY**





# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement Division

Amanda Reed  
Procurement Specialist  
[areed@ci.stuart.fl.us](mailto:areed@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

October 7, 2015

Via Email Transmission: [MSestak@wittobriens.com](mailto:MSestak@wittobriens.com)

O'Brien's Response Management LLC  
Attn: K. Tim Perkins, President & Chief Operation Officer  
2200 Eller Drive  
Fort Lauderdale, FL 33316

Subject: Renewal for RFP #2011-103, Debris Monitoring Services

Dear Mr. Perkins,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Monitoring, for the period beginning December 15, 2015 and ending on December 14, 2016, which represents the 4th of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. Your contract with the City of Stuart requires a valid insurance certificate on file at all times with coverages as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response is requested by no later than November 6, 2015. You may fax your response to (772) 600-1202 or email to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Amanda Reed  
Procurement Specialist

cc: Dave Peters, Asst Public Works Director  
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III  
2011-103 File

- I hereby agree to the contract renewal as specified of the subject Agreement
- I am unable to agree to the contract renewal as specified of the subject Agreement

\_\_\_\_\_  
(Signature)

Elizabeth Apple

\_\_\_\_\_  
Printed Name

Controller

10/09/2015

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 101-2014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW THE AWARD OF RFP NO. 2011-103 WITH O'BRIENS RESPONSE MANAGEMENT LLC OF FORT LAUDERDALE, FLORIDA FOR DEBRIS MONITORING SERVICES AT VARIOUS LOCATIONS IN THE CITY FOR THE THIRD OF FOUR POSSIBLE RENEWAL PERIODS THROUGH DECEMBER 15, 2015, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

\* \* \* \* \*

NOW TEHREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida hereby approves the renewal of the third of four possible one year renewal periods for RFP# 2011-103, Debris Monitoring Services with O'Brien's Response Management LLC, of Fort Lauderdale, Florida for the annual period December 16, 2014 through December 16, 2015.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 101-2014

Approve the 3<sup>rd</sup> renewal period for RFP #2011-103, Debris Monitoring Services

ADOPTED this 10<sup>th</sup> day of November 2014.

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner CLARKE and upon being put to a roll call vote, the vote was as follows:

**TROY MCDONALD, MAYOR**  
**KELLI GLASS-LEIGHTON, VICE MAYOR**  
**TOM CAMPENNI, COMMISSIONER**  
**JEFFERY A. KRAUSKOPF, COMMISSIONER**  
**EULA R. CLARKE, COMMISSIONER**

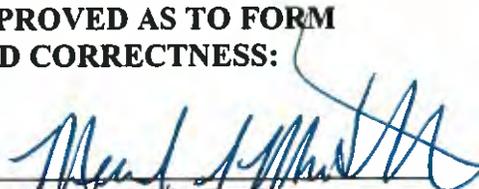
YES	NO	ABSENT
X		
X		
X		
X		
X		

ATTEST:

  
\_\_\_\_\_  
**CHERYL WHITE**  
**CITY CLERK**

  
\_\_\_\_\_  
**TROY MCDONALD**  
**MAYOR**

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
**MICHAEL J. MORTELL**  
**CITY ATTORNEY**





# City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Lenora Darden, CPPB  
Procurement Buyer  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

October 20, 2014

Via Email Transmission: [VPhilipp@wittobriens.com](mailto:VPhilipp@wittobriens.com)

O'Brien's Response Management LLC  
Attn: K. Tim Perkins, President & Chief Operating Officer  
2200 Eller Drive  
Fort Lauderdale, FL 33316

Subject: Renewal for RFP #2011-103, Debris Monitoring Services

Dear Mr. Perkins,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Monitoring Services, for the period beginning December 16, 2014 and ending on December 15, 2015, which represents the 3<sup>rd</sup> of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., November 3, 2014**. You may fax your response to (772) 600-0134 or send by email to [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB  
Procurement Buyer

cc: Dave Peters, Asst Public Works Director  
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III  
2011-103 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

K. Tim Perkins  
Printed Name

10/21/2014  
Date

President  
Title



**BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA**

**RESOLUTION NUMBER 140-2013**

**A RESOLUTION OF THE CITY COMMISSION OF  
THE CITY OF STUART, FLORIDA RENEWING  
RFP#2011-103 WITH O'BRIEN'S RESPONSE  
MANAGEMENT FOR DEBRIS MONITORING  
SERVICES AT VARIOUS LOCATIONS IN THE CITY  
FOR THE PERIOD DECEMBER 16, 2013 THROUGH  
DECEMBER 15, 2014; PROVIDING FOR AN  
EFFECTIVE DATE ; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY  
OF STUART, FLORIDA that:**

SECTION 1: The City Commission of the City of Stuart hereby renews Request for Proposal #2011-103, Debris Monitoring Services, the second of four available renewals, with O'Brien's Response Management, for the period December 16, 2013 through December 16, 2014.

SECTION 2: This resolution shall take effect upon adoption.

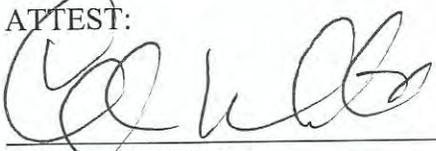
Commissioner Vrauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Christie and upon being put to a roll call vote, the vote was as follows:

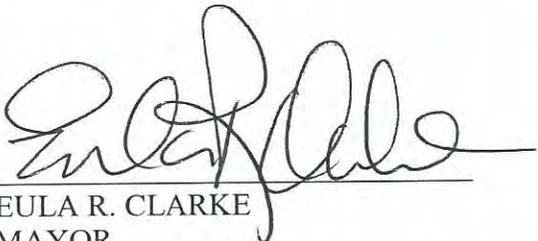
EULA R. CLARKE, MAYOR  
TROY A. McDONALD, VICE MAYOR  
JAMES A. CHRISTIE, Jr. COMMISSIONER  
JEFFERY A. KRAUSKOPF, COMMISSIONER  
KELLI GLASS LEIGHTON, COMMISSIONER

YES	NO	ABSENT
X		
X		
X		
X		
X		

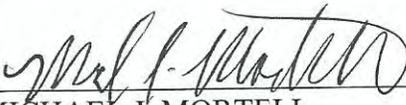
ADOPTED this 25<sup>th</sup> day of November 2013.

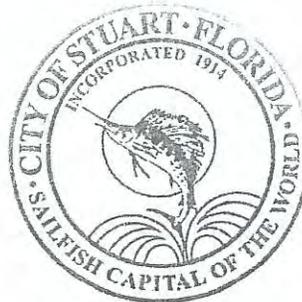
ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
EULA R. CLARKE  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL J. MORTELL  
CITY ATTORNEY





# City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994  
Department of Financial Services  
Procurement & Contracting Services Division

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

Lenora Darden, CPPB  
Procurement Buyer  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

October 1, 2013

Via Email Transmission: [steve.branham@obriensrm.com](mailto:steve.branham@obriensrm.com)

O'Brien's Response Management  
Attn: Steve Branham, Executive Vice President  
2200 Eller Drive  
Fort Lauderdale, FL 33316

Subject: Renewal for RFP #2011-103, Debris Monitoring Services

Dear Mr. Branham,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Monitoring Services, for the period beginning December 16, 2013 and ending on December 15, 2014, which represents the 2<sup>nd</sup> of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., November 1, 2013**. You may fax your response to (772) 600-0134 or send by email to [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB  
Procurement Buyer

cc: Dave Peters, Asst Public Works Director  
Janine Wilde, Executive Admin Asst

Greg Schommer, Team Leader III  
2011-103 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

\_\_\_\_\_  
(Signature)

K. Tim Perkins  
\_\_\_\_\_  
Printed Name

October 3, 2013  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title



**BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA**

**RESOLUTION NUMBER 110-2012**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA RENEWING THE AGREEMENTS OF RFP No. 2011-103, DEBRIS MONITORING SERVICES, O'BRIEN'S RESPONSE MANAGEMENT, FORT LAUDERDALE, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:**

SECTION 1: The City Commission of the City of Stuart, Florida approved the award of RFP No. 2011-103, Debris Monitoring Services, by Resolution 127-2011 on December 12, 2011. These services are requested throughout the year on an "as needed" basis. This Agreement has a provision of renewal under the original terms, conditions and specifications for four (4) additional one (1) year terms. This would be the first of the four (4) renewal period options. O'Brien's Response Management has agreed to the renewal of the agreement under the original terms, conditions, prices and specifications.

SECTION 2: The City Commission authorizes the Mayor and City Clerk and any other necessary City Official to execute the necessary documents to extend this agreement for a period of one (1) year, after approval by the City Attorney.

SECTION 3: This resolution shall take effect upon adoption.

Res.110-2012

Renew Agreements for RFP 2011-103 Debris Monitoring Services

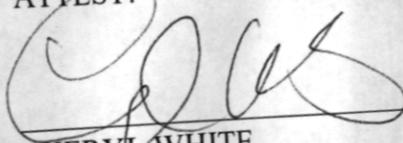
Commissioner Krauskopf offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner Clarke and upon being put to a roll call vote, the vote was as follows:

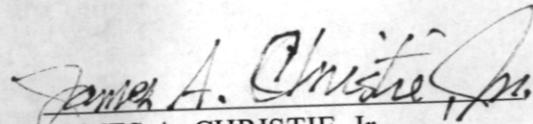
JAMES A. CHRISTE, JR., MAYOR  
EULA R. CLARKE., VICE MAYOR  
TROY A. McDONALD, COMMISSIONER  
JEFFREY A. KRAUSKOPF, COMMISSIONER  
KELLI GLASS LEIGHTON, COMMISSIONER

YES	NO	ABSENT
✓		
✓		
✓		
✓		
✓		

ADOPTED this 26th day of November, 2012.

ATTEST:

  
CHERYL WHITE  
CITY CLERK

  
JAMES A. CHRISTIE, Jr.  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
MICHAEL D. DURHAM  
CITY ATTORNEY





# City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994  
Department of Financial Services  
Purchasing Division

Lenora Darden, CPPB  
Procurement Buyer  
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

October 26, 2012

Via Email Transmission: [steve.branham@obriensrm.com](mailto:steve.branham@obriensrm.com)

O'Brien's Response Management  
Attn: Steve Branham, Executive Vice President  
2200 Eller Drive  
Fort Lauderdale, FL 33316

Subject: Renewal for RFP #2011-103, Debris Monitoring Services

Dear Mr. Branham,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Debris Monitoring Services, for the period beginning December 16, 2012 and ending on December 15, 2013, which represents the first of four (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., November 15, 2012**. You may fax your response to (772) 600-1202 or send by email to [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

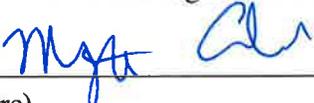
Lenora Darden, CPPB  
Procurement Buyer

cc: Dave Peters, Asst Public Works Director  
Janine Wilde, Executive Admin Asst

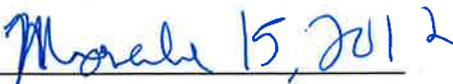
Greg Schommer, Team Leader III  
2011-103 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Title



1

**BEFORE THE CITY COMMISSION  
CITY OF STUART, FLORIDA**

**RESOLUTION NUMBER 127-2011**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
STUART, FLORIDA APPROVING THE AWARD OF RFP No.  
2011-103 TO O'BRIEN'S RESPONSE MANAGEMENT, INC., THE  
MOST QUALIFIED PROFESSIONAL FIRM TO PROVIDE  
DEBRIS MONITORING SERVICES, PROVIDING AN  
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

\* \* \* \* \*

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE  
CITY OF STUART, FLORIDA that:**

**SECTION 1:** The City Commission of the City of Stuart, Florida approves the award of RFP No. 2011-103 to the most qualified professional firm, O'Brien's Response Management, Inc, Fort Lauderdale, Florida, to provide Debris Monitoring Services.

**SECTION 2:** The City Commission authorizes the Mayor, the City Clerk, the City Manager and any other City Official necessary to execute the formal agreement, after approval by the City Attorney.

**SECTION 3:** This resolution shall take effect upon adoption.

Res.127-2011  
Award RFP 2011-103 for Debris Monitoring Services

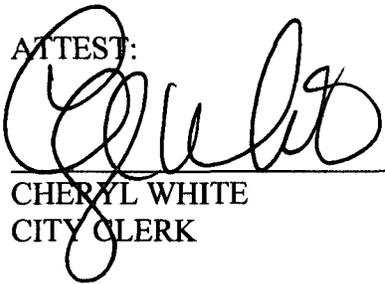
Commissioner KRAUSKOPF offered the foregoing resolution and moved its adoption.  
The motion was seconded by Commissioner CLARKE and upon being put to a roll call  
vote, the vote was as follows:

ADOPTED this 12th day of December, 2011.

JAMES A. CHRISTIE, Jr.,MAYOR  
EULA R. CLARKE, VICE MAYOR  
KELLI GLASS, COMMISSIONER  
JEFFREY A. KRAUSKOPF, COMMISSIONER  
TROY A. McDONALD, COMMISSIONER

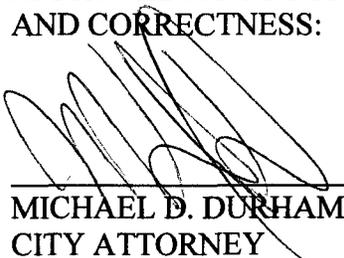
YES	NO	ABSENT
X		
X		
X		
X		
X		

ATTEST:

  
\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

  
\_\_\_\_\_  
JAMES A. CHRISTIE JR.  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
MICHAEL D. DURHAM  
CITY ATTORNEY



**CITY OF STUART**

**UNIT PRICE CONTRACT**

**PROJECT: DEBRIS MONITORING SERVICES**

**CONTRACTOR: O'BRIEN'S RESPONSE MANAGEMENT INC.  
2200 ELLER DRIVE  
FORT LAUDERDALE, FL 33316**

**UNIT PRICE AGREEMENT**

**THIS UNIT PRICE MASTER AGREEMENT**, hereinafter "Agreement," made this 15<sup>th</sup> day of December, 2011, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the "CITY", and O'Brien's Response Management Inc., hereinafter called the "CONTRACTOR."

**WITNESSETH:**

**1. DESCRIPTION OF WORK**

It is agreed that the work to be done under this Agreement is described in the contract documents listed in "Exhibit B" attached hereto. A copy of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the documents and the terms and conditions of this Agreement, shall be interpreted in favor of this Agreement.

**2. PROJECT MANAGER**

The Project Manager for the City is the Public Works Director unless a designee is appointed in which the identity of the designee shall be provided to the CONTRACTOR in writing.

The Project Manager for the City is:  
Dave Peters, Assistant Public Works Director  
121 SW Flagler Avenue  
Stuart, FL 34994  
Phone: (772) 288-1292  
Email: [dpeters@ci.stuart.fl.us](mailto:dpeters@ci.stuart.fl.us)

The Project Manager for the Contractor is:  
Charles "Chuck" Brannon, Vice President, Debris Services  
1882 Capital Circle, NE, Suite 205  
Tallahassee, FL 32308  
Phone: (850) 877-6700  
Email: [Chuck.Brannon@obriensrm.com](mailto:Chuck.Brannon@obriensrm.com)

### **3. TIME OF PERFORMANCE**

#### **3.1 Term of Agreement**

Upon award of this Agreement, the effective date of this Agreement shall be January 1, 2012. Term of this agreement shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual agreement of the parties. Consideration of price adjustments at each renewal period will be given provided such escalations are reasonable and acceptable to the City. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

#### **3.2 Work Authorization (WA)**

Each "Work Authorization" shall specify the Period of Service agreed to by the City and the Contractor for services to be rendered under said "Work Authorization". The Contractor shall furnish a payment bond and a performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, each equal to one hundred percent of the total amount of the Work Authorization to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

### **4. CONTRACT PAYMENT AND CONTRACT TERM**

The City shall pay the Contractor for the performance of this Agreement and satisfactory completion of the project in accordance with the unit prices as specified in "Exhibit A". Partial payment requests based on the amount of work completed shall be allowed, and will be made within thirty (30) days after the work being billed is accepted by the Project Manager of the City.

The term of this Agreement shall be for one (1) year from January 31, 2012 and may be extended for up to four (4) additional one (1) year terms, unless the contract is terminated by the City.

### **5. AUDIT**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis

of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **6. CONTRACTOR RESPONSIBILITY**

### **6.1 Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

### **6.2 Responsibility for Work**

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to Contractor, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever. This provision shall not negate, or serve to invalidate any payment obligations set forth in the Agreement.

### **6.3 Contractor's Records**

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **7. INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers ("City Group") against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability ("Claims") of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein, except Contractor shall not hold harmless or indemnify the City Group against Claims that arise out of, or result from, the negligence, acts, omissions, or strict liability of the City Group. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

## **8. INSPECTION**

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in

writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

## **9. INSURANCE**

### **9.1 Requirements.**

Contractor shall procure and maintain insurance, in amounts acceptable to the City, which names the contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit B**" attached hereto.

### **9.2 Certificate of Insurance.**

Certificates of all insurance required from the Contractor shall be attached to this Agreement and shall be subject to the City's approval for adequacy.

## **10. GENERAL PROVISIONS**

### **10.1 Attorneys' Fees and Costs**

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### **10.2 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### **10.3 Venue**

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

#### **10.4 Contractual Authority**

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

#### **10.5 Sovereign Immunity**

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

#### **10.6 Contractor's Project Team**

The Contractor's Project Team must remain as negotiated for the term of the contract. Any substitutions or revisions to the project team must be formalized by addendum to this agreement and executed by the Contractor and the appropriate City officials.

### **11. DEFAULT / TERMINATION**

#### **11.1 Termination for Convenience**

The City upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

#### **11.2 Termination for Cause**

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Primary Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 11.2., it is determined for any reason that the Primary Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 11.1 of this contract which allows the City to terminate the Primary Contractor for convenience.

### **12. CONFLICTS WITH OTHER CLAUSES**

Should the Exhibits, attached to and made part of this Agreement, contain any clauses which conflict with any clauses in this Agreement, the clauses in this Agreement shall take precedence.

**13. EXHIBITS INCLUDED IN AGREEMENT**

**Exhibit A** "Proposal as submitted by contractor and accepted by the City"

**Exhibit B** "Original RFP #2011-103 as issued by the City, including all addenda"

**Exhibit C** "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

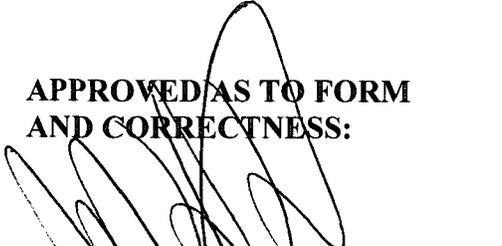
**CITY OF STUART, FLORIDA**

ATTEST:

  
CHERYL WHITE  
CITY CLERK

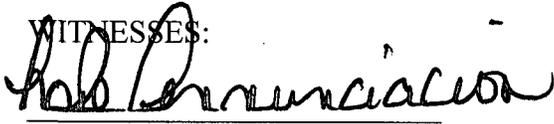
  
JAMES A. CHRISTIE, JR.  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

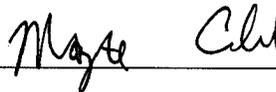
  
MICHAEL D. DURHAM  
CITY ATTORNEY



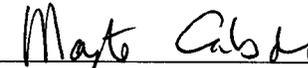
WITNESSES:



CONTRACTOR:

BY: 



  
(Print)