

Appendix A
City's Tax Exempt Agreement

SALES TAX EXEMPT PURCHASING AGREEMENT

THIS SALES TAX EXEMPT PURCHASING AGREEMENT made as of _____, 20____
between _____ hereinafter called the
“CONTRACTOR” and the City of Mexico Beach, hereinafter called the “OWNER.”

RECITALS

1. The CONTRACTOR and the OWNER entered into a Contract dated _____, (the “Contract”) for the performance of the Work described therein, to which an executed copy of this Agreement shall be attached thereto and incorporated therein.
2. The CONTRACTOR and the OWNER desire to enter into an arrangement whereby certain purchases under the Contract can be made through the OWNER as a means of taking advantage of the OWNER’s status of being exempt from sales and use taxes.
3. The OWNER is exempt from sales and use taxes. As such it is exempt from the payment of sales and use tax on purchases of tangible property, materials, etc., necessary for the performance of Work under construction contracts, provided the OWNER determines it is to its best interest to do so, and provided the purchase of such properties, materials, etc., are handled in the manner hereinafter described.
4. The OWNER has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for tangible property, materials, etc., to be used in the construction of this Project, and notifies the CONTRACTOR of its intent to do so.

AGREEMENT

1. The parties intend by this Agreement to comply with the procedures and elements described in Florida Department of Revenue Technical Assistance Advisements 01A-003 (January 8, 2001) and 00A-083 (December 21, 2000), and any conflict or ambiguity in this Agreement shall be resolved in favor of meeting elements necessary to make tax exempt the purchases contemplated by this Agreement.
2. The OWNER shall, at its sole discretion, have the option to directly purchase from the supplier or vendor, any supplies, materials or equipment included in the CONTRACTOR’s bid for the Contract. The OWNER reserves the right to require CONTRACTOR to assign to the OWNER agreements with suppliers for such goods. The CONTRACTOR shall, from time to time submit, update and keep current, for consideration by the OWNER, a list of all materials, supplies, and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment, and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies, and equipment with an aggregate purchase value of less than \$10,000 need not be listed.

Goods not required for the performance of the Contract shall not be purchased under this Agreement. The OWNER reserves the right to delete or add items from this Agreement when it is in the OWNER's best interest.

3. The OWNER will be liable for the payment of all purchases properly made hereunder.
4. The CONTRACTOR shall notify all suppliers not to make sales to the CONTRACTOR under this Agreement.
5. For each purchase approved by the OWNER to be made under this Agreement, the CONTRACTOR shall furnish the OWNER in writing information sufficient for the OWNER to issue to the supplier its OWNER purchase order for the requested item which shall include as an attachment the OWNER's Certificate of Exemption. Suppliers will render statements for materials purchased to the OWNER in care of the CONTRACTOR. After accepting the goods and reviewing and approving the invoices, the CONTRACTOR will forward the invoices for approval, processing and delivery to the OWNER for payment. The CONTRACTOR will keep and furnish to the OWNER all such records, summaries, reports of purchase orders and invoices, and reports of the status and use of goods handled under this Agreement, as the OWNER may reasonably require.
6. The Contract provides that the CONTRACTOR will perform the Work under the Contract for a total lump sum of \$ _____, as may be amended from time to time as provided in the Contract. Said amount, as amended, due CONTRACTOR under the Contract shall be reduced by the sum of all amounts paid by the OWNER for materials and equipment purchased under this Agreement, including any shipping, handling, insurance or other, similar charges paid by the OWNER, and all of the savings of sales and use tax on the purchase of such items.
7. The CONTRACTOR shall submit his proposal for Base Bid and proposals for each Alternate with the inclusion of all required taxes including applicable sales and use tax, the same is if tax were to be paid in the normal manner. Any sales and use tax savings will be affected during the performance of the Contract.
8. The CONTRACTOR shall immediately notify all subcontractors and material and equipment dealers of the OWNER's intent to reduce the construction cost of the project by the purchase of properties, materials, etc., in the manner herein described and the CONTRACTOR shall not withhold his consent to the arrangement.
9. Administrative costs incurred by the CONTRACTOR with this Agreement, including administering the purchases in the name of the OWNER, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract amount because of the service provided by the CONTRACTOR in the purchase of property, materials, etc., in the name of the OWNER.

10. All sales and use tax savings on the purchase of property, materials, etc., shall be credited to the OWNER and the amount of the Contract shall be reduced by the full amount of savings which are affected by the omission of payment of sales and use tax.
11. By virtue of its payment of material and equipment invoices, the OWNER further intends to benefit from any discounts offered for timely payment to the extent of one-half of the discount offered, the remaining one-half to accrue to the CONTRACTOR as an incentive for the CONTRACTOR to process invoices well within the discount period. The CONTRACTOR shall pay any late penalties caused by their failure to facilitate the processing of invoices within allotted time.
12. The CONTRACTOR, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented. The OWNER shall issue a signed purchase order prior to the CONTRACTOR ordering material.
13. The CONTRACTOR as bailee shall have the obligation of receiving, inspecting, storing and safekeeping all goods and materials purchased on behalf of the OWNER pursuant to this Agreement. Further, the CONTRACTOR shall be responsible for the cost of replacing or repairing any goods or materials lost, stolen, damaged, or destroyed while in the CONTRACTOR's possession or control as bailee, as well as processing all warranty claims for defective goods and materials to the same extent as if such goods had been CONTRACTOR-supplied or purchased in the name of the CONTRACTOR.
14. The CONTRACTOR shall maintain separate accounting records for all transactions carried out under the authority granted to it under this Agreement. Such records shall be open to the OWNER or its authorized agent during normal business hours of CONTRACTOR.
15. As equitable and legal owner of the materials and equipment purchased under this Agreement, the OWNER shall bear the risk of loss thereto and shall have the insurable interest therein. Therefore, the CONTRACTOR shall, at no additional cost to the OWNER, cause the OWNER to be insured or named as an additional insured as its interest may appear against any loss or damage to such goods to the extent of their full insurable value. All such insurance shall be in such form and through such companies as may be reasonably acceptable to the OWNER and the CONTRACTOR shall provide OWNER certificates thereof requiring each insurer to provide the OWNER ten 10 days written notice in advance of cancellation or modification of coverage.
16. CONTRACTOR shall be fully responsible for all matters relating to the procurement of materials and equipment covered by this Agreement, including but not limited to, overseeing that the correct materials and the correct amounts are received timely with appropriate warranties; for inspecting and accepting the goods; and for unloading, handling and storing the materials until installed.

The CONTRACTOR shall inspect the materials when they arrive at the job site, verify that all necessary documentation accompanies the delivery and conforms with the OWNER's purchase order, and forward the invoice to the OWNER for payment if the goods are conforming and acceptable. CONTRACTOR shall verify that the materials conform to plans and specifications and determine before installation that such materials are not defective. CONTRACTOR shall manage and enforce the warranties on all materials and equipment covered by this Agreement. CONTRACTOR shall be responsible to the OWNER for its failure to fully and timely perform its obligations under this paragraph, and this Agreement generally.

17. When title to the materials and equipment covered by this Agreement passes to the OWNER prior to being incorporated into the work, the CONTRACTOR's possession of the goods is a bailment until such time as each of such goods is returned to the OWNER by being incorporated into the work.
18. The OWNER shall not be liable for delays in the work caused by delays in delivery of or defects in the goods covered by this Agreement, nor shall such delays or defects excuse CONTRACTOR in whole or in part from its obligation to timely perform the Contract.
19. In the event CONTRACTOR objects to the payment of any invoice for goods covered by this Agreement, CONTRACTOR shall at no additional cost to the OWNER, provide all assistance, records and testimony necessary or convenient for the OWNER to resolve the supplier's claim for payment.
20. This Agreement and the authority granted to CONTRACTOR hereunder may be revoked by the OWNER at any time upon verbal or written notice to CONTRACTOR at its offices located at _____, during normal business hours.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the date and year first above written.

CONTRACTOR:

By: _____
(NAME OF CONTRACTOR TO BE INSERTED)

CITY OF MEXICO BEACH

By: _____
Al Cathey, Mayor, City of Mexico Beach

END OF SECTION

Appendix B
Bid Form

BID FORM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **City of Mexico Beach City Hall Clerk’s Office**
201 Paradise Path
Mexico Beach, FL 32456

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID FORM

ITEM	DESCRIPTION	QTY	UNIT	BID PRICE
1	Mobilization (10% of bid sub-total)	1	LS	
2	Bonds (2% of bid sub-total)	1	LS	
3	Construction of Grading and Swales	1	LS	
4	Removal of Non-Native Vegetation	1	LS	
5	Restoration of Native Vegetation	1	LS	
6	Construction of Sedimentation Basin	1	LS	
BID TOTAL				

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. This item has been intentionally left blank;
- C. This item has been intentionally left blank;
- D. This item has been intentionally left blank;
- E. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
- F. This item has been intentionally left blank;
- G. This item has been intentionally left blank;

- H. Copies of Addenda
- I. Statement of Qualifications

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

STATEMENT OF QUALIFICATIONS

BIDDER: *[Indicate correct name of bidding entity]*

Provide Level of
Experience for this
Project

Provide two (2) examples of products or projects by Bidder of similar size, type, and cost:

How long has
Bidder/Bidding Entity
operated in this
business?

[Printed name]
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

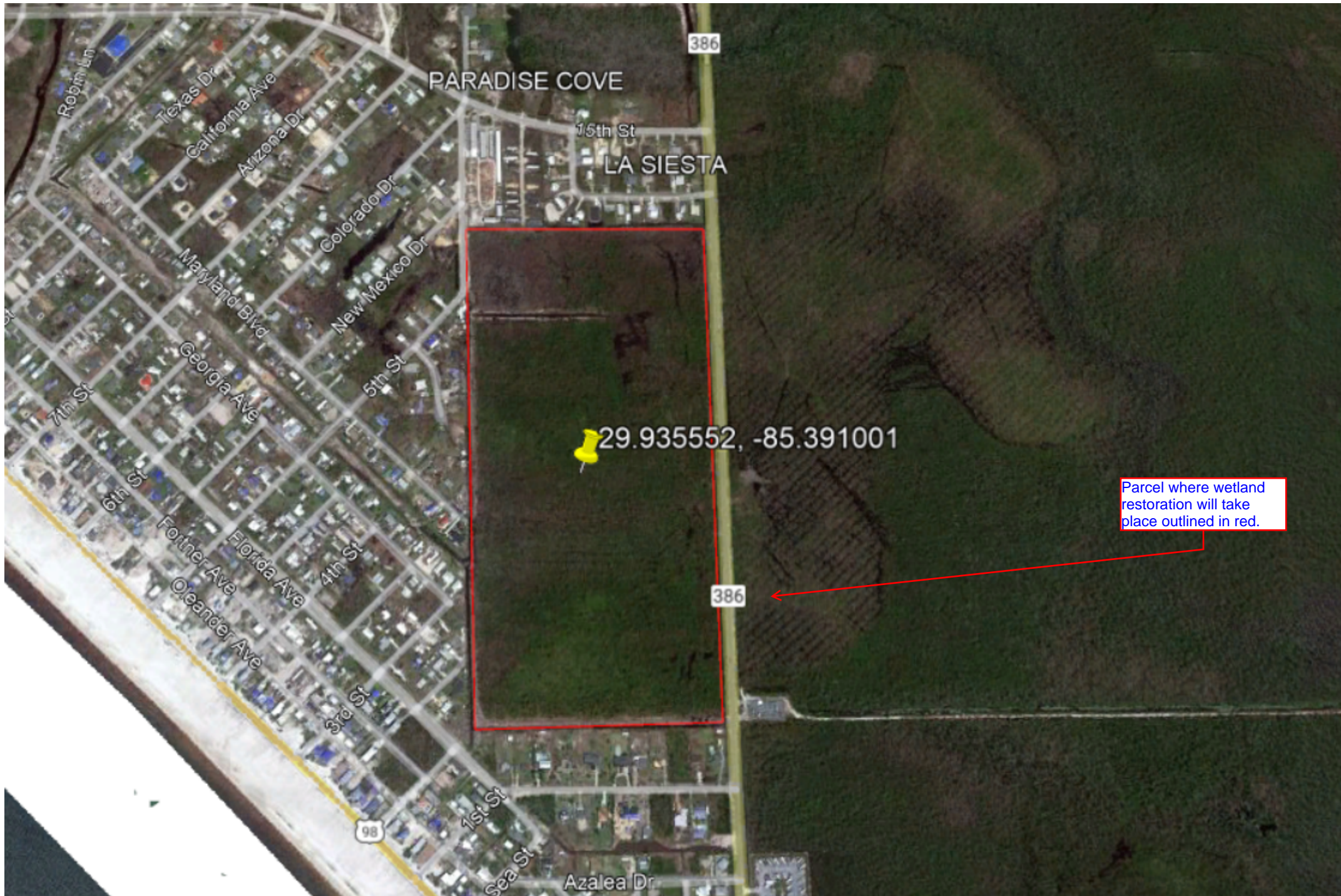
Attest:
[Signature]

[Printed name]

Title:

Submittal Date:

Appendix C
Bid Documents



29.935552, -85.391001

Parcel where wetland restoration will take place outlined in red.

PRE-SEDIMENTATION BASIN (PSB)

DIMENSIONS

W_e = 58.8 LF

L = 588 LF

PSB OUTFALL STRUCTURE

DIMENSIONS

W_{Bottom} = 30 LF

Side Slope = 3:1

Berm Height = 2.5 LF

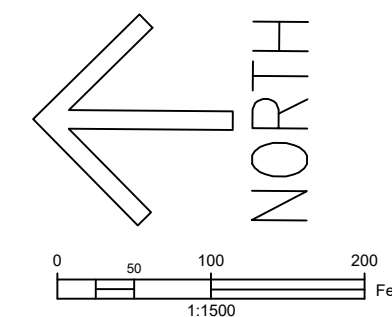
TOP OF BERM: 3 LF WIDE, FLAT

50 AC-FT WET DETENTION POND
(5 ACRES X 10 FT DEPTH) (FUTURE)

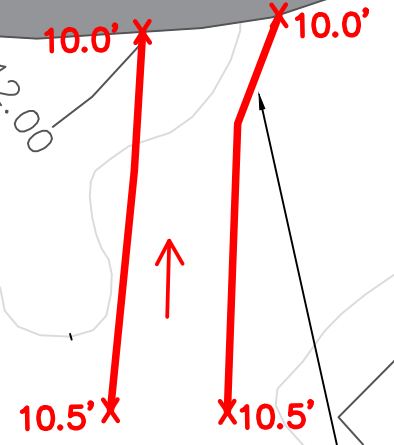
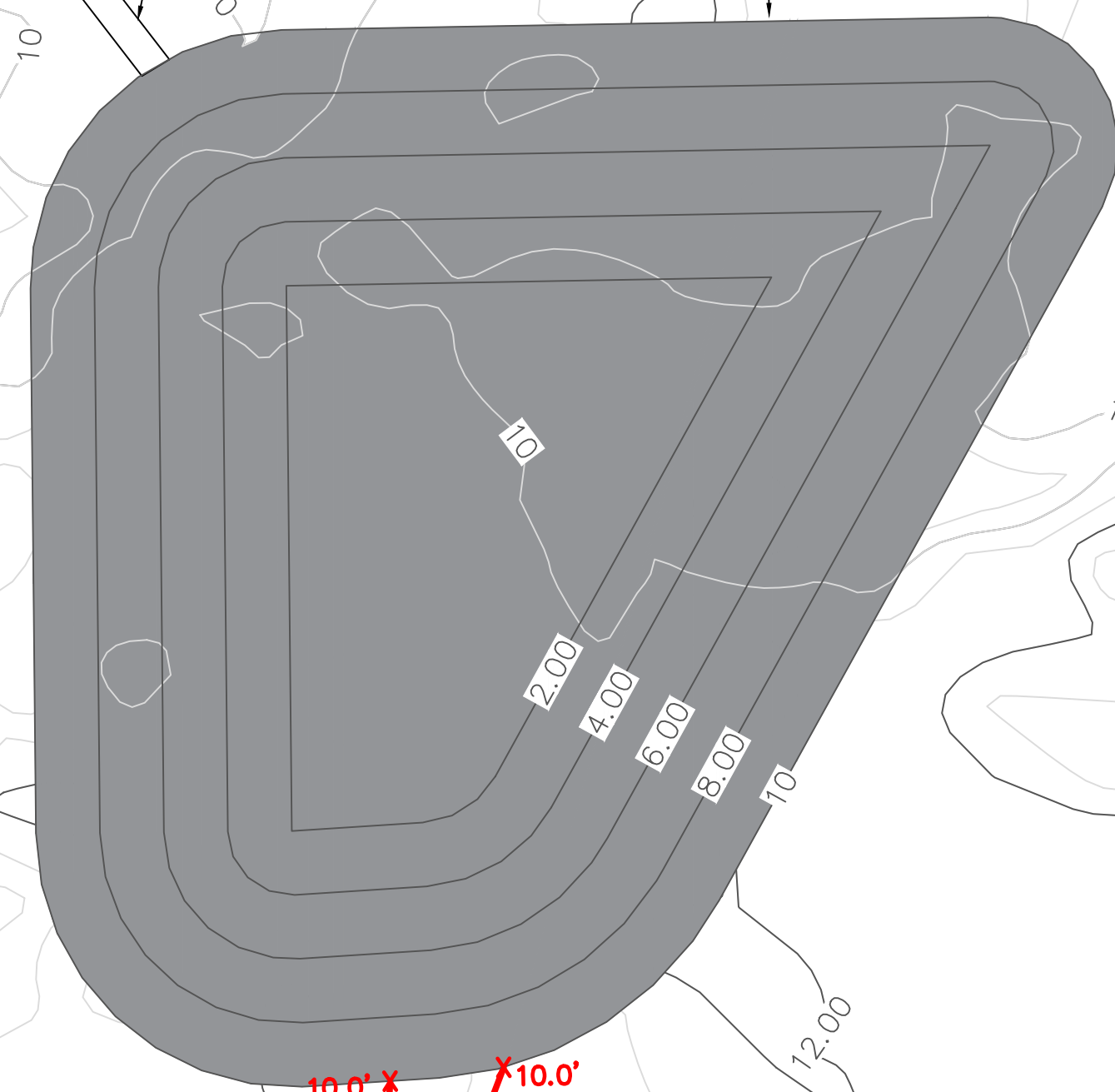
CONSTRUCT HIGH MARSH WEDGE
TOP EL: 13'
SEE DETAIL P3

OUTFALL STRUCTURE(FUTURE)

EXISTING COLLECTION AREA



This area in light blue is the sedimentation area. The top elevation will be 12' and the bottom elevation will be 11'. This will be graded at 3:1 as per the wetland profile in Sheet #F3



CONSTRUCT CONVEYANCE SWALES
BOTTOM WIDTH: 30'
SIDE SLOPES UP 3:1 MAX
TOP OF BERM WIDTH: 3'
BERM HEIGHT: 2.5'

INSTALL NATIVE VEGETATION PER
FWS RECOMMENDED PLANT LIST
(INCLUDED IN BID DOCUMENTS)

EXISTING DITCH FROM POND
PROPOSED ON 5TH STREET
(WEST POND)

CONSTRUCT PRE-SEDIMENTATION
BASIN OUTFALL STRUCTURE
(DETAIL P4)

CONSTRUCT PRE-SEDIMENTATION
BASIN (DETAIL P4)

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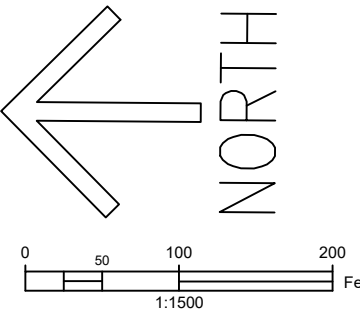
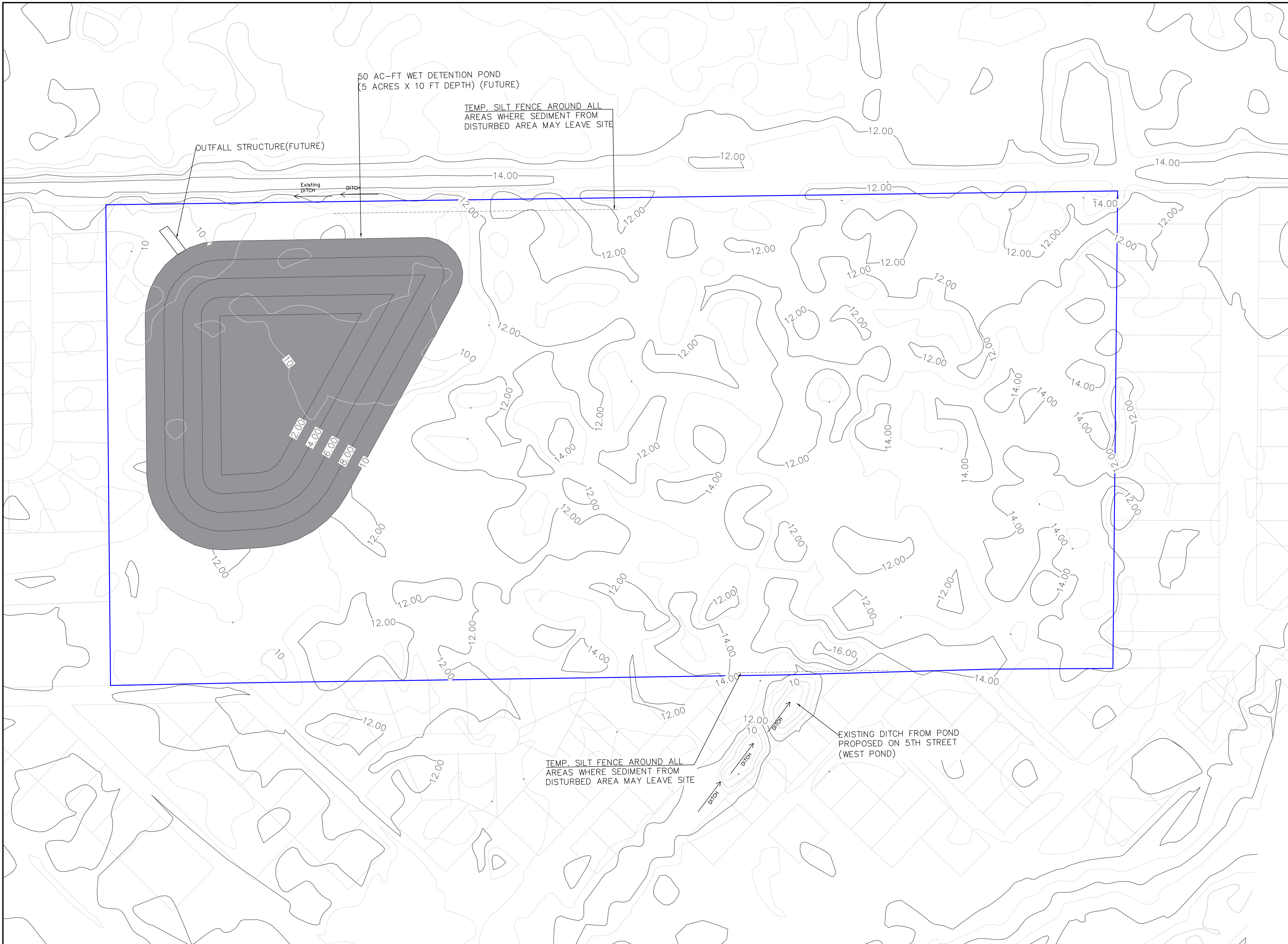
Client

Project Title
CITY OF MEXICO BEACH REGIONAL STORM WATER DETENTION-EAST

Drawing Title

Scale	Designed	Drawn	Checked	Authorized
Original Size 22x34	Date	Date	Date	Date

Drawing Number	Revision
P1	



Seal	Seal
------	------

Rev.	Date	Description	By	Chk'd	App'd
Drawing Status					Suitability

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Client

Project Title
CITY OF MEXICO BEACH REGIONAL STORM WATER DETENTION-EAST

Drawing Title

Scale	Designed	Drawn	Checked	Authorized
Original Size 22x34	Date	Date	Date	Date
Drawing Number P2	Revision			

