

BIDDER _____

DATE _____

BID DOCUMENTS AND REQUIREMENTS
For
Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading
BID NO. 17-RFP-01

CITY OF CRYSTAL RIVER:
MAYOR AND CITY COUNCIL MEMBERS
JIM FARLEY, MAYOR
MICHAEL GUDIS, VICE MAYOR
ROBERT HOLMES
PAT FITZPATRICK
KEN BROWN

CITY MANAGER:
DAVE BURNELL

CITY ATTORNEY:
GEORGE G. ANGELIADIS

WATERFRONTS MANAGER:
ED CALL

CITY OF CRYSTAL RIVER
WATERFRONTS AND COMMUNITY SERVICES
123 NORTH WEST HIGHWAY 19
CRYSTAL RIVER, FLORIDA 34428
(352) 795-4216
(352) 795-6245 (fax)

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INVITATION TO BID

**City of Crystal River
Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading**

The City of Crystal River will be accepting sealed bids for **Commercial Use of Kings Bay Park Docks for Commercial Passenger Loading and Unloading**. You are hereby invited to submit a bid for the above referenced project. The Owner is the City of Crystal River.

Bids will be received until **10:00 AM, on ___January 5, 2017_____**, opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.

DESCRIPTION OF WORK:

In an effort to ease crowding at public and private boat ramps and provide commercial vendors the opportunity to use City docks located at Kings Bay Park (Exhibit A, Figure 1) for loading and unloading of visitors using the existing parking lot and restroom facilities. Bids will be accepted for the loading and unloading of visitors in one hour increments from Slip #1 and Slip #2 (Exhibit A, Figure 2) as part of this bid only. The Intent of the time slot is for one boat loading and unloading at a time. Bids will be accepted for individual one hour time blocks beginning at 7:00 am and ending at 4:00 pm for a total of eighteen time blocks. Each of the eighteen (18) one hour time increments is for a seven day week. For example an award of the 7:00am time slot for slip #1 would guarantee a one hour loading and/or unloading period Monday through Sunday for the duration of the lease at from 7:00 am to 8:00 am. Each of the eighteen available time slots will be awarded to the highest bidder (monthly or yearly) but no one bidder will be allowed to lease more than twenty five percent of the total available time slots. Each award will be for a twelve month period with the option of two one year renewals at the discretion of the City. The City will provide a ninety (90) day notice of intent to bid.

City does not guarantee parking availability and parking fees are not included in the bid. Five parking locations will be designated for people utilizing the park and limited to one hour.

Subleasing of awarded time slots will require approval of the City prior to any subletting and the City reserves the right to refuse any sublets on a case by case basis. Commercial vendors will be required to show proof of City business license and Insurance requirements prior to using docks after successful bid. All boats will be attended by a United States Coast Guard licensed captain at all times during the designated time. All leasee found to abuse designated time allocations (i.e. running before or after designated timeslots) will be provided with a three strike policy and on the third strike the lease will be null and voided.

BIDS must be enclosed in an opaque envelope and marked:

“Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading” AND THE NAME OF THE BIDDER AND THEIR ADDRESS.

BIDS SHOULD BE ADDRESSED TO:

**CITY OF CRYSTAL RIVER
MIA FINK, CITY CLERK
123 NW HIGHWAY 19,
CRYSTAL RIVER, FL 34428**

All contract documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org), or picked up at City Hall for no charge. Bidders who utilize the City website for the bid documents are advised to check the website regularly for updates and addendums. Bid packages may be picked up at the City Clerk at City Hall, at the address above, between the hours of 8:00 am and 5:00 pm Monday through Friday. The contact person is Ed Call or Mia Fink, 352-795-4216 Ext. 303.

No BIDS may be withdrawn for a period of SIXTY (60) days after closing time scheduled for receipt of BIDS. The OWNER reserves the right to reject any and all BIDS for any reason whatsoever and waive all informalities. THE OWNER ALSO RESERVES THE RIGHT TO SELECT THE BID RESPONSE THAT IN ITS SOLE DETERMINATION BEST MEETS ITS BUSINESS NEEDS.

INFORMATION FOR BIDDERS

1. BIDS will be received by OWNER: City of Crystal River, Florida **until 10:00 AM** _____; bids will be opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.
2. Bidders will provide a deposit equal to half of the yearly bid at the award of the contract.
3. Bidders who are late on a monthly payment may be subject to immediate contract termination.
4. Bidders are responsible for showing proof of City business License, insurance and all necessary documents PRIOR to using City Docks.
5. THREE (3) COPIES OF EACH BID MUST BE SUBMITTED IN A SEALED OPAQUE ENVELOPE, ADDRESSED TO:

**City of Crystal River
Mia Fink, City Clerk
123 NW Highway 19
Crystal River, FL 34428**

Each sealed envelope containing a BID must be plainly marked on the outside as:

**Commercial Use of Kings Bay Park Docks
BID #17-RFP-01, AND
THE NAME OF THE BIDDER AND HIS/HER ADDRESS.
OTHERWISE THE BID SHALL NOT BE OPENED.**

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at:

**City of Crystal River
Mia Fink, City Clerk
123 NW Highway 19
Crystal River, FL 34428**

6. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. An original and two (2)

copies of the BID form are required. Bidders shall also complete all pages that require information from the Bidder and include in BID. The City reserves the right to make additions or deletions to bid, and/or portions of the bid. The contract amount shall be adjusted accordingly. The OWNER may waive any informalities or minor defects or reject any and all BIDS with proper justification. Any BID may be withdrawn prior to the above schedule time for the opening of BIDS or authorized postponement thereof.

- a. No BIDDER may withdraw a BID within (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.
- b. The BIDDERS to whom the CONTRACT is awarded will be required to initially execute the Agreement and Notice of Award. Copies of the fully executed Agreement and Notice of Award will be provided to the BIDDER upon receipt. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.
- c. Should the OWNER not execute the Agreement or Notice of Award within Twenty (20) calendar days after opening of the Bids, the BIDDER may, with written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.
- d. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the CONTRACTOR throughout.
- e. The highest responsive BIDDERS must supply information when requested to do so by the OWNER. The BIDDER must also provide a Certificate of Insurance, a copy of a valid Business License, and proof of worker compensation insurance.
- f. If any person contemplating the submission of a Bid for the proposed work is in doubt as to the true meaning of any part of the Contract Documents, he/she should submit a written request for any interpretation thereof to Ed Call at the City of Crystal River, located at 123 North West Highway 19, Crystal River, Florida 34428. The person making the request will be responsible for its prompt delivery. Written requests must be received no later than five (5) days prior to the bid opening so as to leave adequate time for issuance of an addendum if needed. Requests for interpretations submitted beyond the cutoff will not be answered. Any interpretation of the specifications or proposed Contract Documents will be made only by written Addendum duly issued and mailed, emailed, faxed or delivered to each person receiving a set of such documents. All Addendums so issued shall become part of the Contract Documents. The Owner will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith, and no verbal statement either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained herein.
- g. The Owner, reserves the right to reject any or all of BIDS.
- h. The successful bidder must supply to the Owner the names and addresses of subcontractors for approval and pertinent information to establish qualification.
- i. The contract shall be awarded to the lowest responsive, responsible, qualified bidder unless all bids are rejected.
- j. Any conditions which are established for awarding a contract to the low bidder must not be excessively restrictive in nature. Responsiveness may be defined by:
 - i. The completeness and regularity of Form of Proposal.
 - ii. A bid without excisions or special conditions.
 - iii. A Form of Proposal having no alternative bids for any items unless requested in the technical specifications.
- k. Responsibility may be based on whether the bidders:
 - i. Maintains a permanent place of business.
 - ii. Has adequate financial status to meet his obligations contingent to the work.
 - iii. Has adequate experience and expertise for the work being asked to complete.

Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading

The successful award and evaluation of loading and unloading commercial passengers from designated slips at Kings Bay Park; the first year it is intended to be a trial period so some of these conditions are intended to be open to modification to improve operations for all parties as we experience lessons-learned. If all parties cannot agree the CITY will notify all successful bidders 90 days in advance of a new bidding process.

7. Bidder must have or attain a City of Crystal River Business License.
8. Bidder is responsible for compliance of all City, County, State, and Federal requirements as it relates to public access and commercial operation utilizing City Docks including; city business license and taxes.
9. The Bidder shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public.
10. Bidder will provide copies of all licenses to the CITY prior to the execution of contract and update these files as needed or requested.
11. The Bidder will be required to verify and provide proof of the following insurance coverage's including required certifications to the CITY :
 - (a) **Workmen's Compensation:** The Bidder shall comply with the provisions of the Workmen's Compensation Act of the State of FL during the term of the contract, including extensions or renewals thereof (If applicable).
 - (b) **Liability Insurance:** The Bidder or shall procure and maintain during the term of this Bidder and any extension thereof liability insurance furnished by an insurance company that is acceptable by the FWS. The named insured parties under the policy shall be the CONTRACT or, the Department of the Interior, FWS, Southwest Florida Water Management District and City of Crystal River. The amounts of the insurance shall be not less than as follows:

\$500,000 each person*
\$500,000 each occurrence*
\$1,000,000 property damage*

The insurance policy or policies must specify that the insurer has no recourse against the City of Crystal River for claim expenses, payments of any premiums, or deductibles due. All listed parties will not be responsible for any omissions or inadequacies of insurance coverage and amounts if the insurance purchased by the BIDDERS is inadequate or otherwise insufficient.

12. Bidder is responsible for ensuring safety of their customers while utilizing City docks including remediation of tripping hazards; and protocols and returns for lost and found visitor items.
13. Bidder is responsible for reporting any major safety hazards or issues to City Water Fronts Manager immediately.

14. Successful BIDDER and their employees will only smoke in designated areas away from the view and respiratory tracks of CITY employees and visitors.
15. Children under the age of 16 must be under adult supervision at all times.
16. Any accidents or injuries occurring on City docks will be immediately reported to City of Crystal River

-Ed Call	352-422-2570
-City Hall	352-795-4216
17. Bidder must indemnify, save, and hold harmless the City of Crystal River and its agents and employees from any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs, and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature arising out of acts or omissions of its employees, agents, and contractors (including any contractors' subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this agreement.
18. Bidder must promptly pay the City the full value of all damages to the lands or other property of the Service caused by CITY, its employees, agents, representatives, or contractors (including any contractors' subcontractors) or, as agreed to by the parties, must work to repair or replace the damaged lands or property.
19. **Notice of Termination.** Termination of this CONTRACT for any reason shall be by written notice to the BIDDER. The notice will set forth the effective date of the termination and the reasons for such termination.

REQUIREMENTS IN THE EVENT OF TERMINATION

20. In the event of termination of this CONTRACT by the Waterfronts Manager for any reason, no compensation of any nature including, without limitation, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination, shall be due the Bidder for such termination.
21. Upon termination of this CONTRACT for any reason, and except as otherwise provided in this section, the Bidder shall, at its own expense, promptly vacate the City Docks, remove all of Bidders personal property, repair any injury occasioned by Bidder.
22. Compensation

Compensation for Personal Property

Except as otherwise provided in this Contract, upon expiration or termination of this CONTRACT for any reason, the Bidder shall remove its personal property from the Dock or Park unless it is sold to a successor BIDDER. A successor Bidder may purchase such personal property from the Bidder subject to mutually agreed upon terms. Personal property of the Bidder not removed from the Refuge as of the date of expiration or termination of this Contract, unless the Waterfronts Manager in writing extends such date of removal, shall be considered abandoned property subject to disposition by the CITY under the instructions of the Waterfronts Manager. Such disposition will be made at the full cost and expense of the BIDDER, in accordance with Applicable Laws. Any cost or expense incurred by the CITY as a result of such disposition may be offset from any amounts that may be owed to Bidder by the CITY.
23. Payment Terms

Deposit

A deposit in the amount of one month of BIDDERS monthly fee for each winning time slot to be paid in advance of utilizing docks.

Payment

Monthly payments paid in advance no later than the 30th of the prior month. Any late payments or default payments will result in termination of contract.

Remainder of page left intentionally blank

EXHIBIT A
Kinks Bay Park Dock Location and Slips

TIME	SLIP 1	BID PRICE	SLIP 2	BID PRICE
7:00 am				
8:00 am				
9:00 am				
10:00 am				
11:00 am				
12:00 pm				
1:00 pm				
2:00 pm				
3:00 pm				
4:00 pm				
TOTAL				

Total Time Slots Requested _____ **am/pm**

Slip preference Required Yes/No



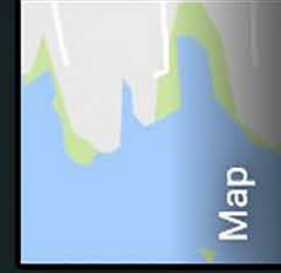
Sign in

Slip # 2

Not part of this BID

Slip # 1

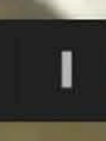
Not part of this BID



Google



3D



Imagery ©2016 Google, Map data ©2016 Google Terms Send feedback 10 ft

BID #17-RFP-01

**BID PROPOSAL FOR
Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading**

Proposal of _____
(Hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida and doing business as: _____ (insert "a corporation", "a partnership", or "an individual") as applicable.

To: _____ (hereinafter called "OWNER")

In compliance with your Advertisement for bids, BIDDER hereby proposes to:

Perform all work and furnish all labor, materials and transportation equipment for **Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading** in strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to start the work by January 1, 2017 to be completed by January 1, 2018 as authorized by Notice to Proceed from the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the listed unit prices or lump sums shown in the BID FORM as follows:

The Bidder acknowledges having received the following project addendum:

No. _____, Date:

No. _____, Date:

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

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BID #17-RFP-01

Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading

Bidder cannot exceed twenty five percent of the total available time slots in this bid. Lump sum for yearly rental of Slip 1 or Slip 2 (please circle one or both) for the following times: 7:00 am, 8:00am, 9:00am, 10:00 am, 11:00am, 12:00pm, 1:00pm, 2:00pm, 3:00pm, 4:00pm (please indicate which time(s) you are bidding on).
\$_____.

THIS PROPOSAL DATED THIS _____ day of _____, 2016.

ATTEST:

By:

Authorized Signature

Witness

Printed Name, Title

Printed Name, Title

Company Name

Address:

Business License No. _____

Phone No. _____

Remainder of page left intentionally blank

#17-RFP-01

**SWORN STATEMENT PURSUANT TO SECTION 87.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the CITY OF CRYSTAL RIVER by _____ (print individual's name and title) for _____ (print name of entity submitting sworn statement) whose business address is: _____.
2. _____ and (if applicable) its Federal Employer Identification Number (FEIN) is: _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length.

PUBLIC ENTITY CRIMES STATEMENT – 2

AGREEMENT, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**attach a copy of the final order**)

Remainder of page left intentionally blank

State of _____

County of _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____, who is personally known to me or produced
_____ as identification.

Notary Public

Notary Public Seal:

Remainder of page left intentionally blank

DRUG FREE WORKPLACE STATEMENT

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that:
_____ does:

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 the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any 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 bid a copy of the statement specified in subsection (1).
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 bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace 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 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 fully complies with the above requirements.

Bidder's Signature

Date

Remainder of page left intentionally blank

FLORIDA STATUTES 287.122 (2) (A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted list.

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BID #17-RFP-01

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2016 by and between the **City of Crystal River** HEREINAFTER CALLED “OWNER” AND _____ doing business as (a Corporation, or a partnership, or an individual) hereinafter called “OPERATOR”, for the **Commercial Use of Kings Bay Park Docks for Passenger Loading and Unloading.**

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned:

1. The successful OPERATOR shall perform all work and furnish all necessary labor and equipment to utilize **Kings Bay Park Docks for Commercial Passenger Loading and Unloading.**
2. The OPERATOR will commence utilizing docks at Kings Bay Park within 10 days of receiving the Notice to Proceed until September 30, 2017.
3. The OWNER has determined and declared the above-named OPERATOR to be the responsible bidder that meets the OWNER’S business needs on the above referenced project, and has duly awarded this CONTRACT to said OPERATOR, for the unit costs contained in the bid.
4. The OPERATOR shall pay the OWNER for the work performed as follows: Payment for unit price items shall be at the unit price of the accepted including deposit prior to use of docks.
5. The OPERATOR will pay the OWNER in a manner and at such times set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
6. The term “CONTRACT DOCUMENTS” means and includes the following:
 - a) Invitation to Bid
 - b) Information for Bidders
 - c) Bid

- d) Agreement
- e) Sworn Statement
- f) Notice of Award
- g) Notice to Proceed

6. HOLD HARMLESS AGREEMENT

_____ (OPERATOR)
 its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless and defend the City of Crystal River and the damage, cost, charge, expense, suit and/or action, including attorney’s fees and all costs of litigations and judgment of every name and description brought against the City as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the CONTRACTOR, its agents, servants, or employees during and as a result of the performance under this contract, whether direct or indirect, and whether to any person or property to which the City of said parties may be subject.

Name of Firm: _____
 Name of Agent: _____
 Title of Agent: _____
 Signature of Agent: _____
 Date: _____

- 7. This agreement shall be binding upon all parties hereto and respective heirs, executors, administrator, successors, and assigns.
- 8. This contract may be extended to additional projects in the City by mutual agreement between the OPERATOR and Owner in 2017, at the unit prices in the bid.
- 9. Payment terms; payment to the OWNER shall be made no later than the 30th of the previous month.
- 11. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (number of _____ copies) each of which shall be deemed an original on the date first above written.
 In any litigation which may be filed to interpret or enforce this Agreement, the prevailing party shall be entitled to all costs, including attorneys’ fees incurred whether at trial or on appeal.

CITY of Crystal River (Owner)

By: _____
 Name: James Farley, Mayor Date: _____
 Attest:
 By: _____ Date: _____
 Name: Mia Fink, City Clerk

OPERATOR

Approved as to Form:

CITY ATTORNEY

Approved as to Form:

By: _____
Name: _____
Title: _____

By: _____
Name: George G. Angeliadis, City Attorney
Date: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

BID #17-RFP-01

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for the time slot(s) _____ am/pm at a cost of

\$ _____ per time slot per month.

You are required by the INFORMATION FOR BIDDER'S to furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2016

City of Crystal River (Owner)

By: _____

Name: Ed Call, Waterfronts Manager

Attest: _____

Name: Mia Fink, City Clerk

Remainder of page left intentionally blank

ACCEPTANCE OF NOTICE

BID #17-RFP-01

Receipt of the above Notice of Award is hereby acknowledged by:

This the _____ day of _____ 2016

By: _____

Title: _____

NOTICE TO PROCEED

BID #17-RFP-01

TO: _____

DATE: _____

PROJECT: BID #17-RFP-01

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED: _____, ON OR BEFORE **November 15, 2016** AND YOU ARE TO START WORK WITHIN TEN (10) DAYS, AND COMPLETE ALL WORK BY **March 31, 2017**.

City of Crystal River (Owner)

By: _____
Name: _____
Title: _____

Remainder of page left intentionally blank

ACCEPTANCE OF NOTICE

BID #17-RFP-01

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

 this the _____ day of _____, 2016

By: _____

Title: _____