



CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2015, by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a Florida corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "MCRA"); and SNS Pavers, Inc., (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Project Information Sheet, Contractor's Written Quote, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

**CONCRETE AND BRICK PAVER CLEANING AND MAINTENANCE IN THE
MARGATE BOULEVARD AND NW 58TH AVENUE AREA.**

ARTICLE 3

CONTRACT TIME

TIME IS OF THE ESSENCE OF THIS CONTRACT. The work to be performed under this Contract shall be commenced upon the date of Contract Commencement specified in the Notice to Proceed and subject to authorized adjustments. The Contract term shall be for a period of one (1) year and may be renewed for an additional two (2) one (1) year extensions providing all terms and conditions remain the same; providing for availability of funding.

ARTICLE 4

CONTRACT SUM

1. MCRA shall pay to CONTRACTOR an amount not to exceed \$37,365.00 for a twelve month period for concrete and brick paver cleaning and maintenance on Margate Boulevard and NW 58th Avenue. Payments shall be made upon MCRA'S determination that the invoiced portions of the work have been successfully completed up to and including the full contract amount.

CONTRACTOR agrees that the MCRA shall have the discretion to increase or decrease the contract amount should monies become available or unavailable for this work.

2. Payments shall be made up to the contract amount for work completed. This price shall be full compensation for all costs associated with completion of all the work in full

conformity with the requirements as stated or shown, or both in the Contract Documents.

ARTICLE 5

PAYMENT

1. The CONTRACTOR shall requisition payment for work completed. Payment shall be made as above provided upon full completion of the job as determined by MCRA together with properly executed releases of liens by all subcontractors, suppliers and materialmen as may be required by MCRA. MCRA shall make payment to CONTRACTOR within 30 calendar days after its approval.

2. MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
- d. Damage to the MCRA or another contractor not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time.
- f. Reasonable evidence that the work will not be completed within the Contract Time.
- g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the MCRA to the CONTRACTOR when all outstanding work has been completed and all controversy regarding the preceding has been settled to the MCRA'S satisfaction.

ARTICLE 7

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the MCRA may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. INDEMNIFICATION: CONTRACTOR AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY AND THE MCRA, THEIR OFFICERS AND EMPLOYEES, FROM OR ON ACCOUNT OF ALL DAMAGES, LOSSES, LIABILITIES AND COSTS TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR INTENTIONAL WRONGFUL MISCONDUCT OF THE CONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

7. MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

8. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

9. TERMINATION FOR CONVENIENCE OF MCRA: Upon seven (7) days written notice to CONTRACTOR, MCRA may, without cause and without prejudice to any other right or remedy, terminate the agreement for MCRA'S convenience whenever MCRA determines that such termination is in the best interests of MCRA. Where the agreement is terminated for the convenience of MCRA, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of MCRA under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

IN WITNESSETH WHEREOF, MCRA and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to MCRA and CONTRACTOR. All portions of the Contract Documents have been signed or identified by MCRA and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Frank B. Talerico, Chair

____ day of _____, 2015

Diane Colonna, Executive Director

____ day of _____, 2015

ATTEST:

APPROVED AS TO FORM:

Rita Rodi, CRA Coordinator

____ day of _____, 2015

Eugene M. Steinfeld, Board Attorney

____ day of _____, 2015

FOR CONTRACTOR

FOR CORPORATION: SNS Pavers, Inc.

President

____ day of _____, 2015

(CORPORATE SEAL)

Secretary

____ day of _____, 2015

AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA) AND SNS PAVERS, INC. FOR CONCRETE AND BRICK PAVER CLEANING AND MAINTENANCE IN THE MARGATE BOULEVARD AND NW 58TH AVENUE AREA.



MARGATE
CRA

5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063-3699

TELEPHONE: (954) 972-6454
FAX: (954) 935-5258

DATE: FEBRUARY 2, 2015
WRITTEN QUOTATION: 15-4372
REQ: N/A
DUE DATE: FEBRUARY 5, 2015

VENDOR NAME SNS Pavers Inc.

ADDRESS 2771 Vista Parkway Suite F8

PHONE# 561-640-3223 FAX# 561-640-3224

SIGNATURE [Signature] PRINTED NAME Dennis Dial

EMAIL Dennis@SNSPavers.com

THE MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA) IS REQUESTING WRITTEN QUOTATIONS FOR THE FOLLOWING:

QTY. DESCRIPTION

1 LT CONCRETE AND BRICK PAVER CLEANING AND MAINTENANCE
IN THE MARGATE BOULEVARD AND NW 58TH AVENUE AREA
AS PER THE ATTACHED SPECIFICATIONS, ESTIMATED
QUANTITIES, AND QUOTE FORM

PLEASE QUOTE ALL ITEMS WITH FULLY INCLUDED COSTS FOR EQUIPMENT
TOOLS, MATERIALS (WITH THE EXCEPTION OF REPLACEMENT PAVERS THAT WILL BE
SUPPLIED BY THE MCRA), AND LABOR NECESSARY TO PERFORM THE WORK

NOTE: QUOTED UNIT COSTS FOR REPETITIVE MAINTENANCE WORK SHALL BE GOOD
FOR A MINIMUM OF THREE (3) YEARS

Spencer L. Shambray, CPPB
Purchasing Supervisor
City of Margate

REQUEST FOR QUOTES NO. MCRA 15-4372
Concrete and Brick Paver Repair, Cleaning and Maintenance
Margate Boulevard and NW 58th Avenue

1. INTRODUCTION

The Margate Community Redevelopment Agency (CRA) desires quotes from qualified vendors to repair, clean and seal Interlocking brick pavers as well as pressure clean all concrete walkways, curb and gutters within the project area of Margate Boulevard and NW 58th Avenue. Approximately 8 years ago the CRA installed improvements within the project area to including brick paver sidewalks and crosswalks, landscaped medians, street furnishings and street lighting. Due to minimal maintenance and the daily wear and tear from pedestrian and vehicular traffic, the project area is in need of a restoration. Furthermore, some paver areas have either incurred settlement and or breakage and either need to be repaired or replaced.

The project area consists of approximately 4,100 square yards of brick paver surface and 50 square yards of sidewalk not inclusive of curb and gutter adjacent to the walkways and landscaped medians. A general map of the project area is attached. Highlighted areas on the map depict the paver areas. The CRA is seeking a vendor that can provide all equipment, tools, materials and labor, with the exception of the pavers which will be purchased and supplied by the CRA. Further the vendor will provide for maintenance of vehicle and pedestrian traffic while work is being completed.

While the scope of work is all inclusive the CRA intends on retaining the vendor for a period not to exceed 3 years to provide services on an annual and as needed basis. The Margate Community Redevelopment Agency requests these services based on industry best practices and in accordance with recommended practices of the Interlocking Concrete Pavement Institute.

Please provide a description of the methodology and products recommended for completing the work as described above:

Pavers to be chemically washed, pressure cleaned and
Sealed 2 coats of acrylic sealer to be applied. Concrete
to be cleaned only with water & acid based detergent.
Repairs to be done by removing pavers, adding New
Sand base Compacting and installing Pavers Back to
Proper level and pitches

Recommended Products: Cobble Coat is a sealer (an acrylic sealer)
Paver prep - Chemical

Name of Company SNS Pavers Inc

Initials of Submitter DD

COMPENSATION SCHEDULE

Service Item	Price Per Unit	Qty/Unit of Measure	Project Area Cost
Brick paver stain removal and cleaning	.25	4,100/Sq. Yards 36,900 sq ft	9,225.00
Brick Paver Sealing	.20	4,100/Sq. Yards	7,380.00
Sidewalk/Concrete stain removal and cleaning	.25	50/Sq. Yards	112.50
Type "F" Curb and Gutter Cleaning	1.50	5,500/Linear Ft.	8,250.00
Total Cost Cleaning and Sealing Project Area (Note: The above quantities are estimates only; the MCRA will verify the actual quantity for each service provided and payment will be made based on the actual work completed and the unit cost for each service.)			24,967.50

Service Item	Price Per Unit	Unit of Measure	Price Per Square Foot
Brick Paver Replacement (Note: MCRA will purchase and store pavers near the work area to be pulled and used as need)	4.00 per sq ft	350 Sq. Ft. (as needed)	1400
Stabilization of Pavers (reusing existing pavers)	4.00 per sq ft	1900 Sq. Ft. (as needed)	7600

Please contact Ms. Kim Vasquez at (954) 935-5324 to answer any technical questions related to this request for quotation or to arrange for a site visit.

Quotes may be submitted by email or fax, but no later than 6:00 PM on the due date.

Emailed submissions may be sent to purchase@margatefl.com and faxed submissions may be sent to (954) 935-5258.

All general questions related to the submission of quotes may be directed to Spencer Shambray, Purchasing Supervisor at (954) 935-5341.

Name of Company SNS Powers Inc

Initials of Submitter DD