

BID CONTRACT DOCUMENTS FOR THE

Town Bid No. 2017-B-01

2017 TOWN OF INDIAN SHORES GULF BOULEVARD BEAUTIFICATION PROJECT

Town:

Town of Indian Shores, Florida

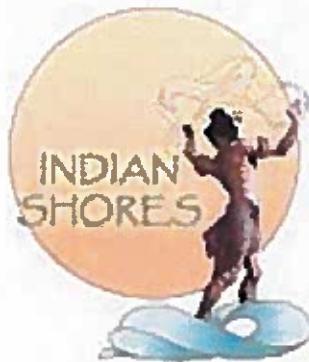


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Town of Indian Shores, Florida
Invitation to Bid

Bid item: 2017-B-2017

**2017 TOWN OF INDIAN SHORES GULF BOULEVARD
BEAUTIFICATION PROJECT, Phase-1**

Town of Indian Shores, Florida is seeking competitive bids from licensed contractors to provide all construction items. This will include but is not limited to: labor, materials, demolition of existing sod, removal and replacement of soils for new plant beds, provision, planting, staking and guying of ground covers, shrub and tree materials in easements & medians, provision and application of truck watering, and warranty for the **2017 TOWN OF INDIAN SHORES GULF BOULEVARD BEAUTIFICATION PROJECT, Phase-1** as shown on the project drawings.

Sealed bids for the **2017 TOWN OF INDIAN SHORES GULF BOULEVARD BEAUTIFICATION PROJECT**, addressed to the Town of Indian Shores, 19305 Gulf Boulevard, Indian Shores, FL 33785, will be received at the office of Town Clerk until 1:00 p.m., **Tuesday, May 23rd, 2017**. Any bids received after the time and date specified will not be considered.

A mandatory pre-bid conference will be held at **1:00 pm on Tuesday, May 9th, 2017** in the Town of Indian Shores, Florida, 4th Floor Community Room located at Town of Indian Shores, 19305 Gulf Boulevard, Indian Shores, FL 33785. Attendance at this pre-bid conference is **MANDATORY** in order for all potential bidders to receive the benefit of answers to theirs and other's technical questions first hand. If you are not the prime bidder but are attending on behalf of someone else, please make note of this when signing the attendance roster at the meeting.

The sealed bids will be publicly opened and read at **2:00 pm local time on Tuesday, May 23rd, 2017** in the Town of Indian Shores, Florida, Council Chambers located at Town of Indian Shores, 19305 Gulf Boulevard, Indian Shores, FL 33785. All interested parties are invited to attend.

The Project is located within the Town of Indian Shores, Florida, with plantings both within the ROW and planting within established easements on private properties and located within multiple median locations, as shown on plans, and items below:

- Provision and planting of trees, palms, shrubs, and groundcovers in both public ROW and within private property easements established for this project.
- Asphalt and soil removals and minor sidewalk paver construction.
- Multiple new irrigation systems and upgrades to existing irrigation system installs, connecting to existing reclaimed irrigation meters on private properties
- Provision and application of truck watering, as needed.
- Landscape plantings provision and installation for medians and ROW areas within Gulf

Boulevard, in the Town of Indian Shores, Florida

- Advanced MOT Certificate required from Contractor - Florida DOT MOT for Operations in Medians
- Herbicidal spraying of existing sod where needed to create beds - licensed applicator required
- Removal of sod and replacement of soils for new plant beds
- Directional bores and conduit, wiring lighting fixtures, and electrical connections to Duke Energy power sources, for palm lighting in medians.
- 12 Month maintenance of plant materials and 12 Month Warranty after Final Acceptance

The Work is generally described as furnishing all labor, materials, equipment, tools, transportation, services and incidentals including warranty, necessary to provide the Town with the items described above and shown on plans and details for the **2017 TOWN OF INDIAN SHORES GULF BOULEVARD BEAUTIFICATION PROJECT-Phase-1**. All work shall be in accordance with the construction drawings, specifications, and contract documents.

Bid documents may be requested by contacting the Town of Indian Shores at 727-595-4020, and are posted to the website www.myindianshores.com.

The Landscape Architect of Record is: Jonathan Toner at Terra Tectonics Design Group, Inc. (727) 441-4504. Drawings and specifications may be examined at the Town of Indian Shores, 19305 Gulf Boulevard, Indian Shores, FL 33785 or at the office of the Landscape Architect, Terra Tectonics Design Group, Inc., 1188 Kapp Drive, Clearwater, FL 33765, (727) 441-4504 (jtoner@terratactonics.com).

To ensure that Bidders receive all addenda and/or clarifications to the Bid Documents in a timely manner, it is mandatory that all bidders provide an e-mail to the Landscape Architect of Record, jtoner@terratactonics.com, and obtain at least one set of Bid Documents from the Landscape Architect to be eligible to bid on this project. Addendum will be issued by e-mail; therefore, it is imperative that the bidder provide his/her email to the Landscape Architect of Record.

A CD containing an electronic copy of the Bid Documents (.pdf format) may be obtained from Terra Tectonics Design Group, Inc., upon payment of \$50.00.

Printed 11"x17" hard copies of the documents and a CD containing an electronic copy may be obtained at the Town of Indian Shores Clerk's office from 9am to 4pm Monday-Friday, upon payment of \$175.00 per set. Checks shall be payable to Town of Indian Shores. Return of the Bid Documents is not required, and the amount paid for the Bid Documents is non-refundable. Call (727) 441-4504 for further details to coordinate obtaining a set of Contract Documents.

The following plan room services have obtained copies of the Bid Documents for the work contemplated herein:

Builders Exchange

4728 North Hubert Avenue

Tampa, Florida 33614

(813) 253-5733

www.tampabx.com

Before a Contract will be awarded for the work contemplated herein, the Landscape Architect of Record will conduct such investigations as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Landscape Architect of Record to evaluate the Bidder's qualifications.

The Town of Indian Shores, Florida, reserves the right to reject all Proposals or any Proposal not conforming to the intent and purpose of the Contract Documents, and to postpone award of the Contract for a period of time which shall not extend beyond 120 days from the Proposal opening date. For further information or clarification, contact Jonathan Toner, RLA, ISA, at the Landscape Architects office, (727-441-4504, jtoner@terractronics.com).

Email or submit all questions IN WRITING to the Landscape Architect of Record, Jonathan Toner, jtoner@terractronics.com, by **5:00 p.m. on May 8th, 2016**. A single response addressing all questions will be e-mailed to all bidders of record by: **4:00 p.m. on Friday, May 12th, 2017**.

Each bid must be submitted, in triplicate, on the prescribed Proposal forms.

Insurance coverage is required for this project. Prior to contract signing, the contractor must furnish Certificates of General Liability, Vehicle Liability, and Workman's Compensation insurance in amounts not less than \$1,000,000 to the **Town of Indian Shores**. All insurance coverage shall be written by companies licensed to do business in Florida and shall be administered by a Florida registered agent.

The project is partially funded by the Florida Department of Transportation, and compliance is required with the District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement, which is attached to the bid documents and made a part thereof. The funding requires the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties with Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractors' and Business Licenses as required by state statutes.

The right is reserved to reject all Proposals or any Proposal not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time, which, however, shall not extend beyond 90 days from the Proposal opening date.

Dated this 28TH day of APRIL, 2017.

TOWN OF INDIAN SHORES, FLORIDA



By: STEPHANIE WATERS, Town Clerk – Town of Indian Shores, Florida

00-20-00 INSTRUCTIONS FOR PROCUREMENT

00-20-01 INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

The term "Bidder" means one who submits a Bid directly to Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Town (on the basis of Town's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents in the number and for the price, if any, stated in the Advertisement or Invitation to Bid may be obtained from the indicated source. The price paid (if any) for the documents is nonrefundable.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither Town nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Town and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be submit written evidence, such as licenses, financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. Specifically, the Bidder shall have all licenses and permits required by Federal, State, and local Statutes, Regulations, and Ordinances.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Architect or Town of all conflicts, errors or discrepancies in the Contract Documents prior to bidding.

4.2. Reference is made to other applicable portions of the Contract Documents for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at the site which may have been utilized by Architect in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Architect in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

4.2.3. Copies of such reports and drawings are available for viewing or purchase at cost by Town to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1. and 4.2.2. are incorporated therein by reference. When available, such technical data has been identified in other applicable portions of the Contract Documents.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Town and Architect by owners of such Underground Facilities or others, and Town does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise for in other applicable portions of the Contract Documents.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions shall be brought to Town's attention.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Town will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easement for permanent structures or permanent changes in existing structures is to be obtained and paid for by Town unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods,

techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Town. Interpretations or clarifications considered necessary by Town in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Town as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Town.

6. CONTRACTORS QUALIFICATIONS:

6.1 Each contractor shall submit for review, a contractor's qualification statement (see Appendix 'A')

7. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. At this time, it is estimated the Contract time to be 120 days from Notice to Proceed.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OF "OR EQUIVALENT" OR "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Specifications and/or Drawings without consideration of possible substitute or "or-equivalent" items. Whenever it is indicated in the Specifications and/or Drawings that a substitute or "or-equivalent" construction method, construction material, or item of equipment may be furnished or used by Contractor if acceptable to Town, application for such acceptance will not be considered by Town until after the Effective Date of the Agreement.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. The Bidder shall furnish the names of those Subcontractors and Equipment and Materials Suppliers he proposes to use on the project in the appropriate spaces provided in the Bid Form portion of the Contract Documents. If Town, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Town may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons

and organizations. Any Subcontractor, Supplier, other person or organization listed and to whom Town subject to revocation of such acceptance after the Effective Date of the Agreement.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Town those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Town's written consent.

10.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom the Contractor has reasonable objection.

11. BID FORM

11.1. The Proposal is included with the Bidding Documents; additional copies may be obtained from Town.

11.2. All blanks on the Proposal must be completed in blue ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. The Bid amount shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Qualification Statement and other required documents. If the Bid is sent

through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Town and promptly thereafter demonstrates to the satisfaction of Town that there was a material and substantial mistake in the preparation of its Bid, and that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened and read aloud publicly. A Bid Tabulation of the amounts of the Base Bids and major alternatives, if any, will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for 90 days after the day of the Bid opening, but Town may, in its sole discretion, release any Bid, prior to that date.

16. AWARD OF CONTRACT

16.1. Town reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Town reserves the right to reject the Bid of any Bidder if Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Town will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Town may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Town also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Town may conduct such investigations as Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Town's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Town indicates to Town that the award will be in the best interests of the Project.

16.6. If the contract is to be awarded, Town will give the Successful Bidder a Notice of Award within 90 days after the day of the Bid opening.

17. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to Town, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Town gives a Notice of Award, contingent upon final action by the Town, to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 30 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement, and associated documents, to Town with the required Bonds. Upon Award and Execution by the Town one set of fully executed contract documents shall be delivered to Contractor.

19. PUBLIC ENTITY CRIME INFORMATION STATEMENT

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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract 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 vendor list.

20. PUBLIC RECORD STATEMENT

The Town is a public entity in the State of Florida subject to all constitutional and statutory public records requirements. Any and all information provided to the Town in connection with this project constitutes a public record subject to disclosure. The successful bidder will be subject to public records requirements as provided for in Article 8 of the bid contract documents.

APPENDIX 'A'

Contractor Qualification Form

General Information for inclusion on the General Bid List

In order to better serve our citizens, we are asking all of our Contractors to address this questionnaire.

1. General Organization Information

Firm Name: _____ President: _____
Key Bidding Contact: _____ E-Mail: _____
Address: _____ Phone: _____
Fax: State Lic.: _____ Contractor Lic.: _____
Former Company Name (If Applicable): _____

2. Company Information

Union: No Yes Years In business: _____
Number of Office Staff: _____ Number of Field Staff: _____
Are you Certified?: Minority Business Small Business Woman business
Agency Certified With? _____
Has the Firm Ever Failed to Complete a Contract? Yes No
Are there any claims against your firm? Yes No
Has your firm ever been involved with Bankruptcy? Yes No
Has your firm ever been involved with re-organization? Yes No
Are there any pending judgments against your firm? Yes No
(Please attach a separate sheet if you answered YES to any of the above questions)

3. Financial Information Federal Tax ID#: _____

Your Firms Acct Contact:

Banking Information:

Contact Name:

Address:

Phone:

Fax:

Bonding Information: Contact Name:

Address:

Phone: _____

Fax: _____

Rating: _____ Total Bonding Capacity: _____

Single Project Bonding Limit: _____

Average Project Size over the past three years: _____

Largest Project in the past three years: _____ Year: _____

Annual Volume the past three years: _____

4. Insurance Information

Please provide a sample insurance certificate showing that coverage and limits for General Liability, Automobile Liability, Excess Umbrella Liability, and Worker's Compensation.

5. Safety Information Experience Modification Rating for the past three years:

Rating Agency's Name: _____

Contact Name: _____ Phone: _____

Does your firm have a written safety program? Yes No

Do you have an orientation program for new hires? Yes No

Does your firm have a drug testing program? Yes No

In the past three years, have you been cited by OSHA? Yes No

Please Explain: _____

(Attach a Separate Sheet if Necessary)

6. Quality Information

Does our firm have a written Quality Program? Yes No

Does your firm have a dedicated staff person to oversee quality? Yes No

7. Which specs/divisions does the company perform work? Please list

Form must be signed by an officer of the firm or an individual so authorized by an officer of the firm.

Signature: Type of Firm (Please Circle)

Name: Corporation Sole Proprietorship

Title: Partnership LLC

Volume the past three years: _____

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

00-30-00 PROCUREMENT FORMS AND SUPPLEMENTS

00-30-01 BID FORM - UNIT PRICE (SINGLE PRIME CONTRACT)

NOTE TO BIDDER: Use *BLUE* ink for completing this *Proposal* form.

Bids To: **Town of Indian Shores, Florida**
Town Clerk's Office

Address: **Town of Indian Shores, Florida**
19305 Gulf Boulevard
Indian Shores, FL 33785

Project Title: **2017 TOWN OF INDIAN SHORES, FLORIDA - GULF BOULEVARD BEAUTIFICATION - Phase-1**

Bid No. **2017-B-01**

Town's Project No. _____

Bidder's person to contact for additional information on this Proposal:

Name: **Jonathan Toner, RLA, ISA**

Telephone: **(727) 441-4504**

EMail: **jtoner@terratectonics.com**

Bidder's Declaration and Understanding

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Town, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Architect, Town, and other sources in arriving at his conclusions.

The Bidder understands and agrees that if a Contract is awarded, the Town may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Town.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Town the Performance Bond and Payment Bond required herein, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Town, before Contract execution, the certificates of insurance as specified in these Documents, listing the Town as additional insured.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days, after the date of the Notice to Proceed, indicated herein. The Contractor shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit, extended time limit or completion dates agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Town at the rate of \$1000 per day for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents. **TIME DURATION FOR THIS PROJECT IS SET AT 120 DAYS FROM TIME OF NOTICE TO PROCEED.**

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No.'s _____, _____, _____, _____, Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

NAMED MATERIALS AND MANUFACTURERS

In the space provided in this bid form, the Bidder shall list as part of the bid the material and manufacturer to be utilized, if successful. Failure to list this information shall be cause for rejection of Bid.

DRUG-FREE WORKPLACE CERTIFICATION

In the case of tie bids, preference must be given to Bidders submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The attached certification is provided for this purpose.

UNIT PRICE WORK

Bidder shall list material and manufacturer to be utilized in the space provided. Failure to list this information may be cause for rejection of Bid.

Unit price bid items:

MUST BE FILLED OUT BY CONTRACTOR FOR UNIT COST AND TOTALS FOR EACH ITEM:

ADDITIONAL PAY ITEMS FOOTNOTES:

1. Mobilization Lump Sum shall also include project signs, construction video.
2. Items 17-20: Unit cost of trees shall include provisions and installation of staking and removal of staking at end of project per tree.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

Symbol	TOTAL Quantity	unit	TOTAL BID COST	NOTES:
TRUCK WATERING	1	LS		TRUCK WATERING - 12 MONTH WARRANTY PERIOD
M.O.T.	40	LS		Maintenance of traffic OPERATIONS for each area of project
3" MULCH	632	CY		Pine Bark Mulch or 'Enviromulch' - submit samples for approval
3" LAVA ROCK MULCH	7	CY		Red Lava Rocks To Match Existing, Include Filter Fabric
3" SHELL MULCH	0	CY		Shell Mulch 1/4" - 3/8" sieve, Include Filter Fabric - submit samples for approval
PREPARED PLANTING SOIL	639	CY		Depth of 3" for plantings as a soil supplement replacement of existing soils
TREE/STUMP REMOVAL	44	EA		Lump sum for full removal including stump removal.
EXISTING MATERIAL REMOVAL	3413	SF		Demolition - removing and disposal off-site including roots
6" ELECTRICAL CONDUIT SLEEVE	179	LF		
2" ELECTRICAL CONDUIT	670	LF		
6" DIRECTIONAL BORE	215	LF		For sleeves under roadway
UPLIGHTING	22	EA		For median palms. See detail.
3" ASPHALT MILLINGS	20	CY		For driveway. 1/8" - 1/4" sieve
PERMEABLE PAVERS	13	EA		Permeable with crushed concrete base and gravel fill. Price per each 100 SF section
ASPHALT/CONCRETE REMOVAL	2843	SF		Saw cut and remove. Remove and dispose offsite
LIMESTONE BASE REMOVAL	2877	SF		Excavate all limestone base. Remove and dispose offsite
6" CLEAN FILL	90	CY		Sand fill - free of construction debris and organics
CURB REMOVAL	24	LF		See plans and details
CURB TYPE 'D'	315	LF		See plans and details
EMPIRE ZOYSIA SOD	8401	SF		EMPIRE CERTIFIED SOD

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM

BIDDERS NAME: _____

PLANT MATERIALS	TOTAL Quantity	unit	TOTAL BID COST	Common Name
GROUND COVER				
KB	1386	EA		Kalanchoe
AG	1174	EA		Perennial Peanut
HS	543	EA		Artichoke Agave
HL	2471	EA		Spider Lily
DT	1178	EA		Variegated Dianella
AV	1228	EA		Aloe Arborescens
MCP	1567	EA		Muhley Grass
BG	683	EA		Dwarf Bougainvillea
IX	810	EA		Dwarf Orange Ixora
YFI	600	EA		Yucca Beargrass
CBB	684	EA		Silver Buttonwood Shrub
CV	429	EA		Croton Red Mamey
CG	1097	EA		Carissa
RE	295	EA		Firecracker Plant
SJ	1047	EA		Florida Porterweed

TG	1260	EA		Thryallis
CI	61	EA		Cocoplum
VOR	657	EA		Riefier's Viburnum
AW	190	EA		Awabuki Viburnum
ZP	616	EA		Coontie

	TOTAL Quantity	unit	TOTAL BID COST	Common Name
SMALL TREES				
CES	43	EA		Silver Buttonwood
JI	34	EA		Jatropha
SPP	66	EA		Desert Senna
YF	4	EA		Yucca
CB	49	EA		White Geiger

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

	TOTAL Quantity	unit	TOTAL BID COST	Common Name
LARGE TREES				
CP	21	EA		Copperpod
CUT	12	EA		Sea Grape Tree
CR	25	EA		Rigid Bottlebrush
MGD	8	EA		DD Blandford Magnolia
QV	38	EA		Live Oak- 'Boardwalk'

	TOTAL Quantity	unit	TOTAL BID COST	Common Name
PALMS				
WB	40	EA		Foxtail Palm
BN	18	EA		Bismark Palm
LN	29	EA		Carnavon Gorge Palm
PD	26	EA		Medjool Palm "male"
RR	32	EA		Cuban Royal Palm
SP	43	EA		Sabal Palm - Regenerated
PR	4	EA		Pygmy Date Palm

Alternate Understory Trees (for approved substitutions due to availability of primary choices of trees)

	TOTAL Quantity	unit	TOTAL BID COST	Common Name
NO		EA		Oleander Tree-standards - Red
VORS		EA		Riefler's Viburnum Tree
EJ		EA		Loquat

Alternate Trees (for approved substitutions due to availability of primary choices of trees)

	TOTAL Quantity	unit	TOTAL BID COST	Common Name
ED		EA		Japanese Blueberry
TA		EA		Tabebuia
JV		EA		Red Cedar
PG		EA		Podocarpus Gracilior
PM		EA		Podocarpus Macrophylla

Alternate Palm (for approved substitutions due to availability of primary choices of palms)

	TOTAL Quantity	unit	TOTAL BID COST	Common Name
LD		EA		Ribbon Palm
PS		EA		Sylvester Palm
EN		EA		Mule Palm
SPC		EA		Sabal Palm Cropped

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

Additional Notes:

1. The Contractor shall notify the District Landscape Architect, Local FDOT Maintenance Engineer and 'One Call 811", two (2) full business days prior to the start of construction.
2. Contractor shall have Work Site Traffic Supervisor certified in Advanced MOT to supervise the setup and operation of all MOT operations.
3. Contractor to submit a construction schedule and traffic work zone certification, to the Construction Representative of the Town of Indian Shores, Florida, upon award of bid and before commencement of construction.
4. The Contractor shall be responsible for obtaining approval for the Maintenance of Traffic (MOT) plan from the FDOT and from the Town of Indian Shores, prior to commencing construction.
5. Contractor to have Current Florida Restricted use Pesticide License in the core curriculum, Right-of-Way and Aquatic Categories.
6. Contractor to be trained through the Green Industry BMP program, limited certification – Urban Commercial Fertilizer. Contractor shall certify compliance with the Pinellas County BMP program for Commercial Landscape Maintenance Professionals, and present proof of compliance with such program.
7. Contractor shall furnish FDOT copies of the licenses/certification prior to start of work.
8. Contractor to include any utility box adjustments within project limits, to bring boxes to finished grade. Boxes shall be traffic rated.
9. Contractor to submit to TOWN, representative photographs of all the plant materials before delivery to the site. Any plant materials not approved before delivery to site can be rejected by TOWN at anytime.
10. Contractor to utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties with Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

TOTAL BASE BID (LUMP SUM, UNIT PRICE, ALLOWANCE ITEMS):

\$ _____ Dollars

_____ (Amount in Words)

TIME OF COMPLETION 90 CALENDAR DAYS

AWARD

Award of the contract will be based on the lowest base bid amount as submitted by the lowest *responsible* bidder, in conjunction with other applicable portions of these contract documents. The Town reserves the right to reject all Proposals or any Proposal not conforming to the intent and purpose of the Contract Documents, and to postpone award of the Contract for a period of time which shall not extend beyond 90 days from the Proposal opening date. The Town may waive any non-conformity in the Proposals deemed immaterial to the purpose of the Contract Documents.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME:

00-30-02 LIST OF SUBCONTRACTORS AND MAJOR MANUFACTURERS

The Following are Subcontractors to be employed by the Contractor and the approximate percentage of the total work to be performed by each.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME:

00-30-03 MATERIALS AND EQUIPMENT:

Listed below is the Manufacturer's Names of all of the Major items of Materials and Equipment to be furnished:

Name and Address

Material/Equipment Furnished

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

00-30-04 BIDDER INFORMATION

The name of the Bidder submitting this Proposal is:

doing business at: _____

Street Address

City

State

Zip

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Typed/Printed Name of Bidder

Title

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

License Number

Telephone Number

Federal I.D. Number

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20____.

(SEAL)

Name of Corporation

State of Incorporation

Bv

Typed/Printed Name

Title

Attest

Secretary

License Number

Telephone Number

Federal I.D. Number

* * * * *

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

00-40-01 NONCOLLUSION AFFIDAVIT

STATE OF)
)
) SS
COUNTY OF)

_____, being first duly sworn deposes and says that:

1. He/she is the _____ of _____, the Bidder that has submitted the attached Bid and is an authorized representative of the entity with knowledge of the bid preparation;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By _____

Sworn and subscribed to before me this _____ day of _____
2015,

in the State of _____, County of _____

Notary Public

My Commission Expires: _____

* * * *

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

00-40-02 PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No.

For: _____

This sworn statement is submitted by _____
(name or entity, submitting sworn statement)

whose business address is _____

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. My name is _____ and my relationship to the
(Please print name of individual signing)

entity named above is: _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(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 with 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 of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of 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 other person, or a pooling of equipment or income among persons when not for fair market value under an arm's length 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.

7. I understand that a "person" as defined in Paragraph 287.133(l)(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 a 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.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 AND (Please indicate which additional statement applies.)

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

(name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this
 day of 20 .

My commission expires: _____

NOTARY PUBLIC

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

00-40-03 - DRUG FREE WORKPLACE CERTIFICATION

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's 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 for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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 893 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.

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 so convicted. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: _____ **BID NO.:** _____

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

STATE OF: _____ **COUNTY OF:** _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

who, after first being sworn by me, affixed his/her signature in the space provided above on this

day

of _____, 20_____.

Notary Public

(Affix Seal)

My commission expires

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

00-50-00 CONTRACTING FORMS AND SUPPLEMENTS

00-50-01 - AGREEMENT FORM – UNIT PRICE (SINGLE PRIME CONTRACT)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20_____ by and between the **Town of Indian Shores, Florida** (hereinafter called **TOWN**) and _____ (hereinafter called **CONTRACTOR**).

TOWN and CONTRACTOR, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**2017 TOWN OF INDIAN SHORES GULF BOULEVARD BEAUTIFICATION PROJECT
- Phase 1**

ARTICLE 2. ARCHITECT or TOWN

The Project has been designed by:

Terra Tectonics design group, Inc – Landscape Architects

(1188 Kapp Drive, Clearwater, Florida 33765 – 727.441.4504)

who is hereinafter called ARCHITECT and who is to act as TOWN's REPRESENTATIVE and AGENT, assuming all duties and responsibilities as assigned by the TOWN. ARCHITECT shall have authority to direct CONTRACTOR with respect to the progress and completion of the Work in accordance with the Contract Documents. The TOWN shall have final authority as to the acceptability of the Work and its satisfactory completion. Any dispute between the ARCHITECT and CONTRACTOR shall be resolved by the TOWN.

ARTICLE 3. - CONTRACT TIME

3.1. The Contractor shall commence the work to be performed under this Agreement within ten (10) days after the date specified for the commencement of the work in the Notice to Proceed and shall complete all work hereafter as follows:

3.1.1. Where specified, portions of the project, as described in this document, shall be complete by the dates and/or times indicated.

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

3.1.2. The Contractor shall perform the Base Bid Work to achieve Final Completion within 90 days from the date when the Contract Time commences to run.

3.2. Liquidated Damages.

3.2.1. TOWN and CONTRACTOR recognizes that time is of the essence of this Agreement and that TOWN will suffer financial loss if the Work is not completed within the times, or by the dates, specified in paragraph 3.1.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN One thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1.1 for Substantial Completion.

3.2.2. TOWN and CONTRACTOR recognizes that time is of the essence of this Agreement and that TOWN will suffer financial loss if the Work is not completed within the times, or by the dates, specified in paragraph 3.1.2 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by TOWN if the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN One thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1.2 for Final Completion.

ARTICLE 4. - CONTRACT PRICE

4.1. TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

_____ Dollars
(Amount in words)

\$ _____
(Amount in figures)

ARTICLE 5. - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ARCHITECT or TOWN as provided in these documents.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

5.1. Progress Payments. TOWN shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT or TOWN, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established.

5.1.1. Prior to Substantial Completion, retainage will be held in an amount indicated below:

Up to 50% complete the retainage held will be 10% of "Total Earned to Date".

Above 50% complete the total retainage may be reduced to between 10% and 5% of the Total "Contract Price" at the discretion of the Town, if satisfactory progress is maintained, based on original progress schedule submitted. Otherwise, the retainage held will be 10% of "Total Earned to Date" until Final Acceptance. Retainage reduction below 10% of the "Total Earned to Date" will be accomplished by ceasing withhold additional amounts from progress payments beyond 50% complete.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ARCHITECT shall determine, or TOWN may withhold.

5.2. Final Payment. Upon final completion and acceptance of the Work, the TOWN shall pay the remainder of the Contract Price as recommended by ARCHITECT or TOWN.

ARTICLE 6. - CONTRACTOR'S REPRESENTATIONS

In order to induce TOWN to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in this document and accepts the determination of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

6.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.6. CONTRACTOR has given ARCHITECT or TOWN written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT or TOWN is acceptable to CONTRACTOR.

ARTICLE 7. - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between TOWN and CONTRACTOR concerning the

Work consists of the following:

7.1. This Agreement, Instructions to Bidders, and any and all Bid Documents.

7.2. Exhibits to this Agreement.

7.3. Performance and other Bonds.

7.4. Notice of Award.

7.5. Drawings bearing the title **2017 TOWN OF INDIAN SHORES, FLORIDA - GULF BOULEVARD BEAUTIFICATION - Phase-1- PHASE-1** as listed in table of contents thereof. **PLANS SIGNED AND SEALED AND DATED 04-24-2017**

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

7.6 Drawings, consisting of sheets bearing the following general titles:

Sheet no.	Description
1	Key Sheet
2	Design Intent
3	General Notes 1
4	General Notes 2
5	General Notes 3
6	Planting Specifications (1)
7	Planting Specifications (2)
8	Planting Specifications (3)
9	Planting Specifications (4)
10	Planting Specifications (5)
11	Planting Specifications (6)
12	Maintenance Narrative
13	Maintenance Specifications (1)
14	Maintenance Specifications (2)
15	Alternative Plantings
16	Alternative Plantings Maintenance
17	Easement Tabulation
18	Easement Tabulation 2
19	Overall Project
20	Planting Details 1
21	Planting Details 2
22	Planting Details 3
23	Planting Details 4
24	Planting Plan (1)
25	Planting Plan (2)
26	Planting Plan (3)
27	Planting Plan (4)
28	Planting Plan (5)
29	Planting Plan (6)
30	Planting Plan (7)
31	Planting Plan (8)
32	Planting Plan (9)
33	Planting Plan (10)
34	Planting Plan (11)
35	Planting Plan (12)
36	Planting Plan (13)
37	Planting Plan (14)
38	Planting Plan (15)

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

- 39** Planting Plan (16)
- 40** Planting Plan (17)
- 41** Planting Plan (18)
- 42** Planting Plan (19)
- 43** Planting Plan (20)
- 44** Planting Plan (21)
- 45** Planting Plan (22)
- 46** Planting Plan (23)
- 47** Planting Plan (24)
- 48** Planting Plan (25)
- 49** Planting Plan (26)
- 50** Planting Plan (27)
- 51** Planting Plan (28)
- 52** Planting Plan (29)
- 53** Planting Plan (30)
- 54** Planting Plan (31)
- 55** Planting Plan (32)
- 56** Planting Plan (33)
- 57** Planting Plan (34)
- 58** Planting Plan (35)
- 59** Planting Plan (36)
- 60** Planting Plan (37)
- 61** Planting Plan (38)
- 62** Planting Plan (39)
- 63** Planting Plan (40)
- 64** Hardscape Detail (1)
- 65** Hardscape Detail (2)
- 66** Hardscape Detail (3)
- 67** Demolition & Hardscape Plan (A)
- 68** Demolition & Hardscape Plan (B)
- 69** Demolition & Hardscape Plan (C)
- 70** Demolition & Hardscape Plan (D)
- 71** Demolition & Hardscape Plan (E)
- 72** Demolition & Hardscape Plan (F)
- 73** Demolition & Hardscape Plan (G)
- 74** Demolition & Hardscape Plan (H)
- 75** Lighting Plan
- 76** Irrigation Plans Typical
- 77** Irrigation Legends
- 78** Irrigation Details (1)

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

- 79** Irrigation Details (2)
- 80** Irrigation Details (3)
- 81** Irrigation Details (4)
- 82** Irrigation Details (5)
- 83** Irrigation Plan (1)
- 84** Irrigation Plan (2)
- 85** Irrigation Plan (3)
- 86** Irrigation Plan (4)
- 87** Irrigation Plan (5)
- 88** Irrigation Plan (6)
- 89** Irrigation Plan (7)
- 90** Irrigation Plan (8)
- 91** Irrigation Plan (9)
- 92** Irrigation Plan (10)
- 93** Irrigation Plan (11)
- 94** Irrigation Plan (12)
- 95** Irrigation Plan (13)
- 96** Irrigation Plan (14)
- 97** Irrigation Plan (15)
- 98** Irrigation Plan (16)
- 99** Irrigation Plan (17)
- 100** Irrigation Plan (18)
- 101** Irrigation Plan (19)
- 102** Irrigation Plan (20)
- 103** Irrigation Plan (21)
- 104** Irrigation Plan (22)
- 105** Irrigation Plan (23)
- 106** Irrigation Plan (24)
- 107** Irrigation Plan (25)
- 108** Irrigation Plan (26)
- 109** Irrigation Plan (27)
- 110** Irrigation Plan (28)
- 111** Irrigation Plan (29)
- 112** Irrigation Plan (30)
- 113** Irrigation Plan (31)
- 114** Irrigation Plan (32)
- 115** Irrigation Plan (33)
- 116** Irrigation Plan (34)
- 117** Irrigation Plan (35)
- 118** Irrigation Plan (36)

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

- 119 Irrigation Plan (37)
- 120 Irrigation Plan (38)
- 121 Irrigation Plan (39)
- 122 Irrigation Plan (40)
- 123 MOT - FDOT Standard Index 300 - 1 OF 2
- 124 MOT - FDOT Standard Index 300 - 2 OF 2
- 125 MOT - FDOT Standard Index 600 - 12 OF 12
- 126 MOT - FDOT Standard Index 601 - 1 OF 1
- 127 MOT - FDOT Standard Index 603 - 1 OF 3
- 128 MOT - FDOT Standard Index 603 - 2 OF 3
- 129 MOT - FDOT Standard Index 603 - 3 OF 3
- 130 MOT - FDOT Standard Index 613 - 1 OF 2
- 131 MOT - FDOT Standard Index 613 - 2 OF 2
- 132 MOT - FDOT Standard Index 616 - 1 OF 3
- 133 MOT - FDOT Standard Index 616 - 2 OF 3
- 134 MOT - FDOT Standard Index 616 - 3 OF 3
- 135 MOT - FDOT Standard Index 619 - 1 OF 2
- 136 MOT - FDOT Standard Index 619 - 2 OF 2

7.9. Addenda numbers _____ to _____, inclusive.

7.10. CONTRACTOR's Bid (pages _____ to _____, inclusive).

7.11. Documents submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____ inclusive).

7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

7.13. The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

7.14. Any and all final, executed contract documents

7.15. FDOT District Seven Highway Landscape Reimbursement and Maintenance Memorandum of Agreement

There are no Contract Documents other than those listed above in this Article 7.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

ARTICLE 8. - MISCELLANEOUS

8.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 The CONTRACTOR shall name the TOWN as additional insured, and provide proof of insurance prior to commencing any work under this contract. CONTRACTOR agrees to indemnify and hold harmless the TOWN from any and all claims arising out of or related to the performance of its obligations under this contract or as a result of subcontracts which the CONTRACTOR has engaged for this project. Not notwithstanding any other provisions of this agreement, nothing contained herein shall be deemed or construed to constitute a waiver of the Town's entitlement to sovereign immunity or the statutory allowances under Florida Statutes § 768.28.

8.3 CONTRACTOR understands and agrees to abide by all applicable public records laws and obligations incurred as a result of contracting with a public entity in the State of Florida. CONTRACTOR will be responsible for the maintenance and disposition of all public records within its possession in accordance with Chapter 119, Florida Statutes, and any applicable exemptions. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, STEPHANIE WATERS AT (727)595-4020, swaters@myindianshores.com, 19305 Gulf Boulevard, Indian Shores, FL 33785. This clause, with the above provisions in 14 pt. font, shall specifically be included in any and all subcontracts which the CONTRACTOR engages for the purpose of this project.

8.4 CONTRACTOR has reviewed the applicable easements granted to the TOWN and understands that it shall have no further right of entry onto private property beyond what is granted in the easements. Any trespass outside of the applicable easement areas shall be at the CONTRACTORS' own peril and not authorized by the TOWN. The CONTRACTOR shall be responsible for any and all employees and subcontractors on the jobsite and shall at all times maintain the jobsite in an orderly and acceptable fashion without miscellaneous trash and debris. CONTRACTOR shall be responsible for leaving the jobsite in an acceptable condition at the end of each workday and over weekends and holidays.

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

8.5 CONTRACTOR understands and recognizes that any and all work performed on municipal property is not subject to mechanics liens or other such encumbrances under Florida Law.

8.6 Interpretation of the provisions of this agreement is limited to the four corners of the documents outline in Article 7. No oral representations or understandings shall be applicable to the terms of this agreement. This agreement may only be modified in writing, acknowledged by both parties in the same manner as the original execution of this agreement. The headings contained herein are for identification purposes only.

8.7 In the event that either party has to resort to litigation to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The venue for any dispute arising out of this Agreement shall be Pinellas County, Florida, and shall be governed by the laws of the State of Florida

8.8 In the event that a court of competent jurisdiction finds any clause or provision of this agreement void or unenforceable as a matter of law, the offending provision shall be stricken and the remainder shall continue in full force and effect.

8.9. TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to TOWN, CONTRACTOR or to ARCHITECT. All portions of the Contract Documents have been signed or identified by TOWN and CONTRACTOR or by ARCHITECT on their behalf.

This Agreement will be effective on _____, 20_____.

Town of Indian Shores, Florida

TOWN

CONTRACTOR

By

By

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

Typed/Printed Name & Title

Typed/Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest - Title

Attest - Title

Approved as to form and legality:

Attorney

Date

TOWN

CONTRACTOR

Address for giving notices

Address for giving notices

Town of Indian Shores, Florida

Clerks Office - Town of Indian Shores, Florida

19305 Gulf Boulevard

Town of Indian Shores, Florida 33785

(If TOWN is a public body,
attach evidence of authority

License No. _____

to sign and resolution or

Agent for service of process:

other documents

authorizing

execution

of

Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

00-60-00 PROJECT FORMS

00-60-01 PERFORMANCE BOND FORM

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

(contractor)

of _____

(contractor's address)

hereinafter called the CONTRACTOR (Principal), and _____

(surety)

of _____

(surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____

hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the Town of Indian Shores, Florida as TOWN (obligee),

in the sum of _____ DOLLARS

(\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the TOWN, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the TOWN, dated _____, 20 _____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Town or Architect, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Consulting Architects, the Contractor's bids accepted by the above Town, the Bid

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

Instructions, and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and shall indemnify and save harmless the above Town against and from all costs, expenses, damages, attorney's fees, including appellate proceedings, injury, or loss to which said Town may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____

By _____ (Seal)

Typed/Printed Name & Title

Attest

SURETY _____

By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____, 20_____

Town of Indian Shores, Florida Attorney

Typed/Printed Name & Title

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

00-60-02 PAYMENT BOND FORM

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

(contractor)

of _____

(contractor's address)

hereinafter called the **CONTRACTOR (Principal)**, and _____

(surety)

of _____

(surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____
hereinafter called the **SURETY**, and authorized to transact business within the State of Florida, as **SURETY**,
are held and firmly bound unto the **Town of Indian Shores, Florida** as **TOWN (obligee)**, in the sum
of _____ (\$ _____), lawful money of the United States of
America, for the payment of which, well and truly be made to the **TOWN**, the **CONTRACTOR** and the
SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the **CONTRACTOR** has executed and entered into a certain Contract hereto attached, with the
TOWN, dated _____, 20 _____, to furnish at his own cost, charges, and expense all
the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and
the Plans, Drawings, and Specifications prepared by the **TOWN** or Landscape Architect all of which is
made a part of said Contract by certain terms and conditions in said Contract more particularly
mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein
and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents
were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden **CONTRACTOR** shall
in all respects comply with the terms and conditions of said Contract and his obligation thereunder,
including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as
prepared by said Consulting Architects, the Contractor's bid as accepted by the above Town, the Bid and
Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids),

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

and further that if said CONTRACTOR shall promptly make payments to all person supplying materials, equipment, and/or labor used directly or indirectly by said Contractor or subcontractors in the prosecution of the work provided for in said Contract in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents; AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the SURETY as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the SURETY shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this

_____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____

By _____ (Seal)

Typed/Printed Name & Title

Attest

SURETY

By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____, 20_____

Town of Indian Shores, Florida Attorney

Typed/Printed Name & Title

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

01-00-00 GENERAL REQUIREMENTS

01-00-01 - CONTRACTOR'S CODE OF CONDUCT FORM

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on Town of Indian Shores, Florida property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the Town of Indian Shores, Florida Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with Town of Indian Shores, Florida employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on Town of Indian Shores, Florida property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The Town of Indian Shores, Florida has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to Town of Indian Shores, Florida. Any matter involving health or safety, including any altercations, should be reported to the Town of Indian Shores immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the Town of Indian Shores, Florida."

Signature

Date

Title

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

01-00-02 - SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The work may consist of, but may not be limited to the following construction project for the **2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1** :

The Project is located within the Town of Indian Shores, Florida, with plantings both within the ROW and planting within established easements on private properties and located within multiple median locations, as shown on plans, and items below:

- Provision and planting of trees, palms, shrubs & groundcovers in both public ROW and within private property easements, established for this project.
- Asphalt and soil removals and minor sidewalk paver constructions.
- Multiple new systems and upgrades to existing irrigation system installs connecting to existing reclaimed Irrigation meters on private properties.
- Provision and application of truck watering.
- Landscape plantings for medians within Gulf Boulevard, in the Town of Indian Shores, Florida.
- Florida DOT MOT for Operations in Medians – Advanced MOT Certificate required from Contractor.
- Herbicidal spraying of existing sod where needed to create beds - Licensed applicator required.
- Removal of sod and replacement of soils for new plant beds.
- Directional bores conduits, wiring lighting fixtures and electrical connections to Duke Energy power sources, for Palm lighting in medians.
- 12 Month maintenance of plant materials & 12 Month Warranty after Final Acceptance.

B. The Contractor shall furnish and install all labor, equipment, material, and incidentals, which are necessary for the full completion of the work whether specifically indicated in the Contract Documents or not. This includes, but is not limited to staging of material, coordination with the Town, workplace safety, restoration, cleanup, etc.

1.02 PLANS AND SPECIFICATIONS

A. The Plans and the Specifications indicate the extent and nature of the work to be performed.

B. Plans: When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

C. **Supplementary Drawings:** When, in the opinion of the Town or Architect, it becomes necessary to explain more fully the work to be done or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared and given to the Contractor.

D. **Contractor to Check Plans and Data:** The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Town, and shall notify the Town of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Architect or Town, should such errors or omissions be discovered. All schedules are given for the convenience of the Town and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. **Intent:**

1. All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
3. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer

1. All transactions with the manufacturers or subcontractors shall be through the Contractor.
2. Any two or more pieces or material or equipment of the same kind, type or classification, and being used for identical types of services, shall be made by the same manufacturer.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

3. Delivery: The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

B. Installation of Equipment.

1. The Contractor shall have on hand sufficient proper equipment and machinery of ample capabilities to facilitate the work and to handle all emergencies normally encountered in work of this character.

1.04 CONSTRUCTION AREAS

The Contractor shall:

A. Limit his use of the construction areas for work and for storage, to allow for:

1. Work by other contractors.
2. Town use.

B. Coordinate use of work site under direction of Town's Representative. There are no designated storage areas within the Town of Indian Shores, for construction equipment. This will need to be coordinated during a pre-construction meeting with the successful bidder.

C. Assume full responsibility for the protection and safekeeping of products under this Contract, if stored on the site.

D. Move any stored-products, under Contractor's control, which interfere with operations of the Town or separate contractor.

E. Obtain and pay for the use of additional storage of work areas needed for operations.

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

BID FORM

BIDDERS NAME: _____

01-00-03 - PROJECT SIGN

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish and install TWO (2) project sign(s) for this project, prior to start of actual construction. See attached Project Sign Detail from the Town of Indian Shores, Florida. The following project information shall be indicated on the sign(s).

1. Project name:

2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1

2. Current Town of Indian Shores, Florida Officials' information (Mayor, Council, Town of Indian Shores, Florida, Town Administrator)

3. Town of Indian Shores, Florida Logo

4. Funding source and Construction Costs

1.02 LOCATION

A. This project sign(s) shall be installed at the following location(s):

1. To be determined – coordinate sign location with the Architect & Town.

2. Signs will be located near each end of the project. Signs shall be placed in accordance with local codes and located on the shoulders a minimum of 14' from entry lanes and 16' from travel lane. Specific locations to be determined by Town.

1.03 SUBMITTALS

A. Submit sign layout drawing for review. Identify materials, colors, fonts on the drawing.

(See attached Detail 100)

PART 2 PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing must be new, wood or metal in sound condition, structurally adequate to work, suitable for specified finish and visibly attractive.

B. Finishes and paint shall be adequate to resist weathering and fading for scheduled construction period.

1. Colors shall be selected by the Town of Indian Shores, Florida

2. Letter style shall be Helvetica Regular, or as otherwise requested by the Town to meet the facility standards

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1
BID FORM**

BIDDERS NAME: _____

C. Galvanized hardware

2.02 SIZE

A. 8' wide x 4' high, constructed of high density 3/4" exterior grade plywood

PART 3 EXECUTION

A. Signs shall be in place prior to commencement of work.

B. Remove signs at the completion of the project.

END OF BID FORM

1" (TYP.)
1 1/4" (TYP.)
SEPARATION FROM LINE TO LINE

PROJECT TITLE



② ▲ MAYOR Name
▲ COUNCIL MEMBERS

③ Name
③ Name

③ Name
③ Name

▲ CONSTRUCTION COST
▲ \$Cost

SIGNS SHALL BE 8' WIDE x 4' HIGH, CONSTRUCTED OF HIGH DENSITY 3/4" EXTERIOR PLYWOOD.

SIGNS SHALL BE MOUNTED AND BRACED WITH PRESSURE TREATED LUMBER AS NECESSARY AND MAINTAINED AND KEPT IN PRESENTABLE CONDITION FOR THE DURATION OF THE PROJECT.

SIGNS SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF WORK.

SIGNS WILL BE PLACED IN ACCORDANCE WITH LOCAL CODES.

SIGNS SHALL BE PAINTED WITH EXTERIOR ENAMEL, WHITE BACKGROUND WITH BLACK LETTERING.

LETTERS (PROFESSIONALLY DONE) SHALL BE:

- ▲ 6" NEWS GOTHIC (BOLD)
- ▲ 4" NEWS GOTHIC
- ▲ 3" BRUSH SCRIPT
- ▲ 3" NEWS GOTHIC

IN ORDER TO PREVENT THE CREATION OF A TRAFFIC HAZARD BY LIMITING VISIBILITY AT A STREET INTERSECTION, OR INTERSECTION OF A STREET AND RAILROAD CROSSING. NO SIGNS SHALL BE ERECTED WITHIN THE CLEAR SIGHT TRIANGLE ON CORNER LOTS. THE BOTTOM MOST PART OF THE SIGN SHALL NOT EXCEED 4' ABOVE GROUND.

CREATED 09/02/09
REVISED _____

PROJECT SIGN DETAIL

PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
NO MODIFICATIONS WITHOUT WRITTEN NRPW APPROVAL

TOWN OF INDIAN SHORES

DETAIL 100

**DISTRICT SEVEN HIGHWAY LANDSCAPE REIMBURSEMENT
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into as of the 3rd day of February,
2017, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, a component agency of the State of Florida, (the "Department") and
TOWN OF INDIAN SHORES, ("Agency").

WITNESSETH

WHEREAS, the Department owns State Road 699 (Gulf Boulevard) right-of-way from the Southern City Limits to the Northern City Limits between M.P. 3.283 and M.P. 5.939; Section #15-140-000 in Pinellas County, Florida and

WHEREAS, the Agency seeks to beautify that portion of State Road 699 referenced above through the installation of landscape improvements which would enhance its aesthetic quality; and

WHEREAS, under F.P.I.D. 440199-1-58-01 the Department has allocated funds for such improvements and is authorized pursuant to Section 334.044(26), Florida Statutes, to reimburse the Agency for eligible expenditures; and

WHEREAS, upon installation of such improvements, the Agency has agreed to maintain those improvements in accordance with the provisions below; and

WHEREAS, the Department is authorized pursuant to Section 334.044(7), Florida Statutes to enter into contracts and agreements with counties/municipalities for maintenance of roadside landscape improvements on the State Highway System; and

WHEREAS, the Agency has authorized its officers to execute this Agreement on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. SUBMITTALS

- a. The Agency shall produce plans for, and install landscape improvements on, those areas of the State Road as depicted in the Landscape Plans and Specifications attached. All work conducted in connection with plans production and installation of improvements shall be referred to as the "Project".
- b. Within one hundred and twenty (120) calendar days after execution of this Agreement, the Agency shall submit to the Department three (3) hard copies and one (1) electronic copy of the landscape plans and specifications. This shall include:

1. A Maintenance Plan.
2. Maintenance of Traffic plan sheets.
3. Two (2) copies of the following documents are required:
 - a. The Project schedule.
 - b. Letters of no conflict from all utilities within the Project limits.
 - c. Project cost estimate.

Within fifteen (15) business days of the receipt of review comments by the Department, the Agency shall revise all documents required herein in accordance with the Department's comments and submit one (1) electronic copy of the revised documents for the Department's written approval. Within five (5) business days of receipt of Department approval, the Agency shall submit two (2) hard copies and one (1) electronic copy of the approved Plans and Specifications in 11" x 17" format to the Department. Failure to submit any of the required documents within the time periods specified may result in termination by the Department of this Agreement.

c. If any of the submittals of the Agency pursuant to Paragraph 1.b. are rejected by the Department and returned to the Agency for revisions, such documents must be approved and resubmitted to the Department not later than one hundred and eighty (180) calendar days following the execution of this Agreement. If such documents are not resubmitted as approved, the Department may terminate this Agreement, including its obligation to reimburse any monies expended for the Project except for those approved expenditures for design of the Project.

d. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. Mail, postage prepaid, registered or certified with return receipt requested.

- (1) If to the Department, address to District Maintenance Engineer, at Florida Department of Transportation, MS 7-1200, 11201 N. McKinley Drive, Tampa, Florida 33612-6456 or at such other address as the Department may from time to time designate by written notice to the City; and
- (2) If to the Agency address to Ms. Bonnie Dhonau; Administrator, Town of Indian Shores; 19305 Gulf Boulevard; Indian Shores, FL 33785 or at such other address as the Agency from time to time designates by written notice to the Department.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests and other instruments.

2. INSTALLATION

a. The Agency shall not commence Project installation until the Department has issued a Notice to Proceed with Construction. Said Notice shall contain the Project completion date. The Agency shall notify the District Landscape Architect (DLA) and the Operations Center Engineer two (2) business days prior to commencing work on the Project site.

b. The Agency agrees to install or cause to be installed landscaping within the Project area as specified in the attached Landscape Plans and Specifications. The Agency shall not change or deviate from the plan(s) without the Department's prior written approval.

c. If the Agency desires to position vehicles, equipment, or personnel, or to perform maintenance activities closer than fifteen (15) feet to the edge of pavement, or to close a traffic lane, Maintenance of Traffic shall be in accordance with the Project plans and the Department's Maintenance of Traffic Regulations. The Agency shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic supervise the set up and operation of Maintenance of Traffic devices at the site of the construction or maintenance activity. Prior to proceeding with construction, the Agency shall provide the Department with the Worksite Traffic Supervisor's certification.

d. In the event that any portion of the Project is at any time determined by the Department to not be in conformance with all applicable laws, rules, procedures and guidelines of the Department, or is determined to be interfering with the safe and efficient operation of any transportation facility, or is otherwise determined to present a danger to public health, safety, or welfare, said portion shall be immediately brought into departmental compliance at the sole cost and expense of the Agency.

e. If the City fails to substantially complete Project installation by the completion date in the Notice to Proceed, the Department shall provide the Agency with written notice of its intent to terminate this Agreement. If the Agency fails to respond or take corrective action within the prescribed time period set forth in the notice, the Department may terminate the Agreement as provided for in Paragraph 6.b., including its obligation to reimburse any monies expended for the Project except for those portions of the Project already completed by the Agency and accepted by the Department.

f. Upon certification of completion by the Agency, inspection, and approval of the Project as substantially complete in writing by the DLA, the Project shall be subject to a ninety (90) calendar day establishment period. Work performed and costs incurred after final project approval are not eligible for reimbursement.

3. BILLING and PAYMENT

a. Upon completion of the ninety (90) calendar day establishment period and approval of the Project installation by the Department, the Agency shall, within one hundred and eighty (180) calendar days, furnish the Department with two (2) signed originals of its final and complete billing of all eligible costs incurred in connection with the Project. The invoice shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited.

b. The Department shall reimburse the Agency in an amount not to exceed \$390,000.00 Dollars and No Cents for all eligible expenditures for the professional design, inspection, and enforcement of the material and installation standards; and the purchase, installation, and establishment of plant material as identified in Exhibit "A". Reimbursement for design fees shall not exceed ten percent (10%) of the total reimbursement amount.

c. Payment shall be made to the Agency by the Department under the following conditions.

1. This Agreement has not been terminated pursuant to Paragraph 6. b.
2. The Agency agrees to complete the project on or before two (2) years from the date of the Agreement. If the Agency does not complete the project within this time period, any reimbursement for payment shall not be processed by the Department unless an extension of the time period is requested by the Agency and granted in writing by the Department
3. Written certification of the completion of the installation and acceptance by the Agency is provided to the Department.
4. The DLA has inspected the work and has issued a letter of final completion to the Agency noting that it has fully met with the terms and conditions of this Agreement.

5. After Department issuance of the Substantial Completion letter, the Agency shall provide the Department with two (2) hard copy sets and one (1) electronic copy of 11" x 17" format As-Built drawings.

4. STANDARD FINANCIAL PROVISIONS

a. The Department agrees to compensate the Agency for services described in Exhibit A - Landscape Plans and Specifications. The Method of Compensation is described in Section 3, "Billing and Payment".

b. The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and its quantifiable, measurable and verifiable units of deliverables are described more fully in Exhibit A - Landscape Plans and Specifications. (*Section 287.058(1)(d) and (e) F.S.*)

c. Invoice Summaries shall be submitted by the Agency in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit A - Landscape Plans and Specifications. Deliverables must be received and accepted in writing by the Department's DLA prior to payments. (*Section 287.058 (1) (a), F.S.*)

d. There shall be no reimbursement for travel expenses under this Agreement.

e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under *Chapters 215 and 216, F.S.* If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time frame to be specified by the Department. The Agency shall, within five (5) business days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. Payment shall not be made to the Agency until the goods and services have been received and proof of payment or other backup documentation as requested is provided to the Department. The Project must be completed (goods and services received and approved by the Agency) no later than 2/3/2019.

The Agency providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services should take no longer than five (5) business days. The Department has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the date the Invoice Summary is received. (*Section 215.422 (1), F.S.*)

If a payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03 (1), F.S., will be due and payable, in addition to the Invoice Summary amount, to the Agency. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Agency requests payment. Invoice Summaries that have to be returned

to the Agency because of City preparation errors will result in a delay of the payment. The Invoice Summary payment requirements do not start until a properly completed Invoice Summary is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the Agency who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516. (*Section 215.422 (5) and (7), F.S.*)

f. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request by the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs. (*Section 287.058 (4), F.S.*)

g. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of *Section 339.135 (6) (a), F.S.*, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

h. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (*Section 216.311, F.S.*)

i. The Agency agrees to comply with *Section 20.055 (5), F.S.*, and to incorporate in all subcontracts the obligation to comply with *Section 20.055 (5), F.S.*

5. MAINTENANCE

a. At such time as the Department issues a Notice to Proceed with Project installation and until such time as the Project is removed pursuant to Paragraphs 5. f. and 6. a., the Agency shall maintain the Project in a reasonable manner and with due care in accordance with Project standards. Specifically, the Agency agrees to:

(1) remove litter from all landscaped areas of the Project;

- (2) remove fallen palm fronds, fallen fruit and flower stalks and fallen twigs and limbs from all landscaped areas of the Project;
- (3) water and fertilize all plants;
- (4) mulch all plants beds;
- (5) keep plants as free as practicable from disease and harmful insects;
- (6) weed the Project premises routinely;
- (7) mow and/or cut grass within the areas delineated by the landscape plans;
- (8) prune all plants, specifically remove all dead, or diseased parts of plants and prune of all parts of plants that present a visibility hazard to those using the roadway;
- (9) replace, or at the Agency's option, remove all dead or diseased plants or other parts of the Project that have fallen below Project standards. Replace with plants of substantially the same grade, size and specification as originally provided for in the plans and specifications, unless otherwise authorized by the Department; and
- (10) perform routine maintenance as prescribed by the manufacturer of any Project irrigation system; and
- (11) trim, alter, relocate or remove landscaping as needed for any future Intelligent Transportation System (ITS).

b. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department not to be in conformance with the applicable Project standards, the Department may terminate the agreement in accordance with Paragraph 6.b.

c. The Operations Center Engineer shall be notified two (2) business days in advance of commencing any scheduled construction or maintenance activities. Emergency repairs shall be performed without delay and the Operations Center Engineer notified immediately. The Operations Center Engineer with responsibility for the roadway within this Project is located at 5211 Ulmerton rd., Clearwater, FL 33760; Telephone 727-575-8300.

d. Prior to any Project construction or reconstruction activity, the Agency shall submit plans to the Department for review and approval of the proposed work. Additionally, such plans shall be submitted to all utilities with facilities within the limits of work for their review and comment. The Agency shall resolve any conflicts and/or concerns raised by the utilities prior to commencement of such activities. Work shall not start until the Department has issued a Design Approval and Notice to Proceed with Construction letter to the Agency. Prior to commencing any field activity on this Project, the Agency shall notify all the utilities of their work schedule enabling facilities to be field located and marked to avoid damage.

e. The Department will require the Agency to cease operations and remove all personnel and equipment from the Department's right-of-way if any actions on the part of the Agency or representatives of the Agency violate the conditions or intent of this agreement as determined by the Department.

f. It is understood between the parties hereto that any or all of the Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation, or adjustment and shall be allowed sixty (60) calendar days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removes.

After the sixty (60) calendar day's removal period, the Department may remove, relocate, or adjust the Project as it deems best. Wherever the Agency removes improvements pursuant to this agreement, the Agency shall restore the surface of the affected portion of the Project premises to the same safe and trafficable condition as it was before installation of such improvements.

g. The Agency covenants to appropriate in its annual budget, for each Fiscal Year, non ad valorem funds lawfully available to satisfy its maintenance responsibilities under this Agreement. This covenant does not create any lien upon, or pledge of, such non-ad valorem funds, nor does it preclude the Agency from pledging such funds in the future, or from levying and collecting any particular non-ad valorem funds.

6. TERMINATION

a. The term of this Agreement shall be for a period of ten (10) years commencing on the date of execution of the Agreement, with ten (10) year renewal options. The Department shall send the City an expiration notice six (6) months prior to each ten (10) year expiration date. Any renewal must be agreed upon by both parties in writing ninety (90) calendar days prior to the expiration of the existing agreement.

In the event that the Agency elects to not renew the Agreement, then the Agency shall, at its sole expense, be responsible for the removal of the Project and shall restore the Project Highway to a safe and trafficable condition prior to expiration of the Agreement.

b. The Agreement may be terminated by the Department if the Agency, following fifteen (15) calendar days' written notice, fails to perform its duties under this agreement.

c. The Department reserves the right to unilaterally cancel the Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

d. Within sixty (60) calendar days following a notice to terminate pursuant to Paragraph 6.b., if the Department requests, the Agency shall remove the Project and restore the Project premises to the same safe condition existing prior to installation of the Project. If the Department does not request such restoration or terminates this Agreement pursuant to Paragraph 6.b., the Department may complete, remove, relocate or adjust the Project as it deems best.

7. CLAIMS

a. When the Department receives notice of a claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency.

8. GENERAL

a. The Department's District Secretary or his designee shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement the prosecution, or fulfillment of the service hereunder and the character, quality, amount, and value

thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

b. E-Verify:

1. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of this Agreement; and
2. The Agency shall expressly require any subcontractors performing work or providing services to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employee eligibility of all new employees hired by the subcontractor during this Agreement's term.

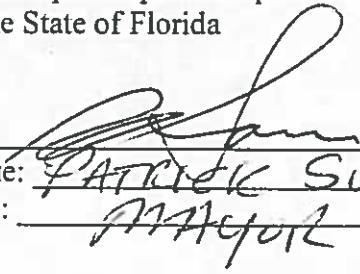
c. This Agreement embodies the entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement may not be assigned or transferred by the Agency in whole or in part without written consent of the Department.

d. If any provision of the Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

e. This Agreement, regardless of where executed, shall be governed by and construed according to the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TOWN OF INDIAN SHORES
a municipal corporation/political subdivision
of the State of Florida

By: 
Name: PATRICK SOFIANO
Title: Mayor

Attest: Elaine Jackson
Title: Town Clerk (SEAL)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Brian McKishnie, P.E.
Director of Transportation Operations,
District Seven

Attest: Patricia J. Glorke
Executive Secretary (SEAL)

Legal Review:

Regina A. Kishash
Title: TOWN ATTORNEY

Legal Review:

Martin J. Hwang
Office of the General Counsel, District 7