

Bid No.: RFB 2019-05

PROJECT NO.: RFB 2019-05

DUE DATE: May 13, 2019

AND TIME: 2:00 PM

LOCATION: Estero Village Hall  
9401 Corkscrew Palms Circle  
Estero, FL 33928

# INVITATION TO BID (CONSTRUCTION)

## **TITLE:**

US 41 LANDSCAPE IMPROVEMENTS

Advertised Date: April 12, 2019

REQUESTER: VILLAGE OF ESTERO, FLORIDA

### **ADDRESS**

9401 CORKSCREW PALMS CIRCLE #101  
ESTERO, FL 33928

### **VILLAGE CONTACT:**

BOB FRANCESCHINI, C.P.M., CPPB  
PHONE NO.: 239-319-2821  
EMAIL: [franceschini@estero-fl.gov](mailto:franceschini@estero-fl.gov)

**INSTRUCTIONS TO BIDDERS**  
**CONSTRUCTION**

Sealed Bids will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Invitation to Bid”, and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

1. **SUBMISSION OF BID:**

- a. Bids must be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words “Sealed Bid”.
  - 2. Name of the firm submitting the Bid.
  - 3. Title of the Bid.
  - 4. Bid Number.
  - 5. Bid Due Date.
  - 6. Contact e-mail and telephone number.
  
- b. The bid must be submitted as follows:
  - 1. The original consisting of the Village’s Bid Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”.)
  - 2. A copy of the original Bid Forms for the Village Manager. (Mark as “Copy”.)
  - 3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid (i.e., required submittals, literature, technical data, financial statements).
  - 4. Warranties and guarantees against defective materials and workmanship (if applicable).
  - 5. Provide one (1) flash drive of the entire submission documents (do not lock any files) – as one single Adobe PDF file in the same order as the original hard copy. Please limit the color and number of images to avoid unmanageable file sizes.
  
- c. **RESPONSES RECEIVED LATE:** The delivery of Bid package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Bidder. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject a late Bid when the lateness is due to matters beyond the control of any third party delivery service. Late Bids may be returned to the Bidder with the notation: “This Bid was received after the specified deadline time”. **All references to date and time herein reference Estero, FL local time.**
  
- d. **VILLAGE RESERVES THE RIGHT:** The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to

separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

- e. **EXECUTION OF SOLICITATION:** All responses must contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. **CALCULATION ERRORS:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

## 2. ACCEPTANCE & SHIPPING

The materials and/or services delivered under the solicitation **shall** remain the property of the Bidder until a physical inspection and actual usage of these materials or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Bidder.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Bidder unless otherwise agreed upon in writing prior to service. It shall be the Bidder's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

## 3. GENERAL INFORMATION

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform. Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

Submissions may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance. All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) with poor or unacceptable past performance may result in disqualification.

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

Bidders shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local government which may be applicable. Violations are grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

- a. Authorized to transact business and properly licensed in the State of Florida at the time of bid submittal. Copies of all necessary permits or licenses must be provided with bid submittal.
- b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
- c. Compliance with any applicable Environmental Protection Agency regulations.
- d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.
- e. Chapter 119, Florida Statutes, Public Records.
- f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
- g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
- h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
- i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

5. **VILLAGE OF ESTERO PAYMENT PROCEDURES**

All Bidders are requested to email invoices to: [accountspayable@estero-fl.gov](mailto:accountspayable@estero-fl.gov)

Should you prefer to mail your invoice, please send it to the following address:

Village of Estero  
9401 Corkscrew Palms Circle #101  
Estero, FL 33928

All invoices will be paid as directed by the Village payment procedure and in accordance with the Local Government Prompt Payment Act unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity. Village will only pay those taxes for which it is obligated, and will provide a Certificate of Exemption furnished by the Department of Revenue. All respondents should include in their response all sales or use taxes which they will pay when making purchases of material or subcontractor's services.

6. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than **30 calendar days** to present or file any claims against the Village concerning this contract. After that period, the Village will consider the bidder to have waived any right to claims against the Village concerning this agreement.

7. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

8. **ANTI-DISCRIMINATION**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964, it is expressly understood that minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Furthermore, the Village has the right to terminate any awarded contract upon receipt of evidence of discrimination and hereby notifies all potential respondents that it will affirmatively ensure that any and all respondents must comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. All respondents in accepting an award under this solicitation for itself, its successors in interest and assignees, including subcontractors and subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded respondent to submit reports as may be necessary to indicate non-discrimination. Village officials will be permitted access to vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (viewable at the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

9. **TIEBREAKER**

Except as provided by paragraph 8 above whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible bidders, the award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next lowest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder where the next lowest bidder would similarly be equal.

10. **AUDITABLE RECORDS**

The selected Bidder will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with Florida's public records laws.

Bidder will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Bidder to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Bidder will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Bidder will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Bidder's responsibility to ensure that all required records are provided at the Bidder's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the Bidder in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village prior to final payment. This includes any electronic versions such as CAD or other computer aided drafting programs.

11. **TERMINATION**

Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The Village reserves the right to accept or not accept a termination notice submitted by the bidder, and no such termination notice submitted by the bidder shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

12. **CONFIDENTIALITY**

All submissions are subject to public disclosure and will **not** be afforded confidentiality, unless exempt as provided by Florida Statutes.

If information is submitted with a response that is deemed “Confidential” the respondent must stamp those pages of the response that are considered confidential. The respondent must provide documentation as to validate why these documents should be declared confidential in accordance with Florida’s public record laws.

The Village **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or until required by Section 337.168, Florida Statutes.

13. **ANTI-LOBBYING CLAUSE**

All respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are not to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on *formal notice* that they are **not** to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation and ends upon issuance of a Notice to Proceed or when the solicitation has been canceled.

14. **INSURANCE**

A certificate of insurance as required by the solicitation documents must be in the response to this ITB.

15. **INQUIRIES AND ADDENDUMS**

Each respondent must examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the response is due.**

Responses and other clarifications will be in the form of an Addendum posted on [www.estero-fl.gov](http://www.estero-fl.gov). It is solely the firm’s responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the solicitation and Contract Documents.

The Village shall not be responsible for oral interpretations given by any Village employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.



16. **SUBCONTRACTORS AND SUBCONSULTANTS**

No principal respondent to this solicitation may also be listed as a subcontractor or subconsultants to another firm submitting a proposal under this same solicitation. Should this occur, all responses from the involved firms will be considered non-compliant and rejected for award. Subcontractors or subconsultants may be listed on multiple proposals for the same solicitation, however, the use of subs under this solicitation is not allowed without prior written authorization from the Village.

17. **WITHDRAWAL OF BID**

A respondent may withdraw any submission at any time prior to the opening of the solicitation.

Requests to withdraw must be made in writing to the Village Manager who will approve or disapprove the request.

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of the following circumstances were met: (1) the respondent acted in good faith in submitting their bid. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respondent, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Notwithstanding the foregoing, a response may be withdrawn for a period of **180 calendar days** after the scheduled time for opening of the solicitation, if an award has not been made.

18. **PROTEST RIGHTS**

Any person whose bid or proposal is rejected, in whole or in part, or who submits a formal bid or proposal but is not awarded the contract may protest such decision, but only strict compliance with this section. **Failure to follow the protest procedures requirement within and the time frames as prescribed herein shall constitute a waiver of your protest and any resulting claims.**

“Decisions” are posted on the Village of Estero website. Bidders are solely responsible to check for information regarding the solicitation. [www.estero-fl.gov/](http://www.estero-fl.gov/)

In order to preserve your right to protest, an aggrieved bidder must file a written **“Notice of Intent to File a Protest”** with the Village Manager by **4:00 PM on the third (3) working day after the decision** affecting their bid or potential bid is posted on the Village website.

The notice must clearly state the basis and reasons for the protest and must be physically received by the Village Manager within the required time frame. No additional time is granted for mailing.

To secure your right to protest an aggrieved bidder (“protestor”) will also be required to post a **“Protest Bond”** and file a written **“Formal Protest”** document **within 10 calendar days** after the “Notice of Intent to File a Protest”. A Protest Bond shall be in the form of a certified check, cashier’s check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the protestor’s bid, or in the amount not less than five percent (5%) of the



lower responsive bid received by the Village in the case of submission of a “no bid” protester. In cases of a request for proposals then the amount of the Protest Bond shall be not less than five percent (5%) of the contract awarded by the Village for the accepted proposal.

Upon receipt of a Formal Protest the Village Manager will forward such protest to the Village Attorney, who shall review the protest and prepare findings of fact and conclusions as to the validity of the protest within 10 calendar days of its receipt and provide that decision to the protestor. The protestor shall have three (3) working days to appeal to the Village Council. The appeal shall be scheduled for a public hearing on the next available Village Council meeting. The Council shall consider the all competent substantial evidence presented at the hearing and render a decision. If the protestor’s appeal is denied the Protest Bond shall be immediately forfeited in its entirety to the Village.

19. **MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE**

In accordance with Chapter 443 of the Florida Statutes it is the vendor’s responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

20. **PRE-BID CONFERENCE**

A pre-bid conference may be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Village Contact noted on the first page of the bid document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

**Non-Mandatory.** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

**Mandatory.** Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

21. **QUALITY GUARANTEE/WARRANTY**

Bidder will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion or acceptance for equipment.

Unless otherwise specifically provided in the specifications, any equipment must be similarly warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

22. **NEGOTIATED ITEMS**

Any item not outlined in the Invitation to Bid may be subject to negotiations between the Village and the successful Bidder.

After award of this bid the Village reserves the right to add or delete items or services at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price or terms, if in its sole judgement, the Village considers such adjustments to be in its best interest.

23. **AGREEMENT FORTHCOMING**

The awarded Bidder will be issued a Notice to Proceed as the final determination of award, in the event additional terms or agreements are not required the terms of this solicitation shall form the full and complete basis of the agreement between the Village and the successful Bidder.

24. **MISCELLANEOUS**

- a. No amount of work is guaranteed upon award or contract.
- b. Award or contract does not entitle any bidder to exclusive rights to Village contracts.
- c. Vehicle travel mileage is considered incidental to the work and not an extra expense. Similarly, man-hours spent in travel time to and from work or the job site(s), are not compensable.
- d. Village reserves the right to add or delete, at any time, any or all items or services associated with this solicitation, utilize other responsive bidders or in-house resources.
- e. Florida law shall govern this solicitation and the Contract Documents with venue for any action brought under this solicitation or the Project being in Lee County, Florida.

End of Terms & Conditions Section



## **FDOT CONTRACT PROVISIONS**

### **FLORIDA DEPARTMENT OF TRANSPORTATION CSFA 55.039**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

## CONTRACT PROVISIONS

### Records Retention and Access

The contractor and all subcontractors shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the Village, the Florida Department of Transportation (FDOT), or its designee's access to such records upon request.

The contractor agrees to comply with 20.055(5) F.S. and incorporate in all its subcontractors the obligations to comply with 20.055(5) F.S. to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

### Restrictions, Prohibitions, Controls and Labor Provisions

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The contractor shall:
  - \*Utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - \*Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The contractors and subcontractors to comply with all federal, state, and local laws and regulations applicable to this Project.

**Indemnification**

“To the fullest extent permitted by law, the Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient’s sovereign immunity.”

**VILLAGE OF ESTERO, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
US 41 LANDSCAPE IMPROVEMENTS**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Village of Estero  
Estero, Florida

Having carefully examined the “General Provisions”, and the “Special Provisions”, all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

**US 41 LANDSCAPE IMPROVEMENTS**

**GRAND TOTAL: \$ \_\_\_\_\_**

TO BE COMPLETED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications:

YES \_\_\_\_\_ NO \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

MODIFICATIONS:



ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**VILLAGE OF ESTERO, FLORIDA  
INVITATION TO BID  
FOR  
US 41 LANDSCAPE IMPROVEMENTS**

GENERAL SCOPE OF PROJECT

The Village of Estero desires to contract with a vendor to perform road landscape improvements on US 41.

BASIS OF AWARD

The contract for all services will be awarded to the overall lowest, responsive and responsible bidder (Grand Total) meeting all specification requirements.

In the event the lowest responsible and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

End of Scope of Work and Specifications Section

**GENERAL PROVISIONS  
US 41 LANDSCAPE IMPROVEMENTS  
BID NO. 2019-05**

**GP-01 INTENT**

A. Intent of Contract: Bid Forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental to the Project, as described in the Technical Specifications & Conditions or shown on the Plans attached herewith. The Village reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

B. Provisions:

1. The successful bidder for the Contract will be referred to as the Contractor; the Village Council of the Village of Estero, Florida, Director of the applicable Village Department or their duly authorized representative, acting on behalf of the Village will similarly be referred to as Village. For the purposes of the Contract, the word "Project" shall mean the construction limits of US 41 Landscape Improvements.

2. The Contract Documents consist of the Invitation to Bid and all Addenda, any Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permits, Maintenance of Traffic Policy (M.O.T.), Plans and all other related documents, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.

3. The Village and the Contractor are those mentioned as such in this Project. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

4. Where required, written notice shall be deemed to have been duly served when delivered to the other party if delivered by hand; three (3) calendar days after the date of posting if sent by regular U.S. mail; upon receipt by the sender of an acknowledgement or transmission report if delivered by facsimile; or upon receipt by the sender of an automated message confirming delivery, or thirty (30) minutes after the time sent unless the sender receives and automated message that the email has not been sent, if delivered by email.

5. The term Subcontractor, as employed herein, includes only those having a direct relationship with the Contractor and it includes one who furnishes material worked to a special design according to the Plans and Technical Specifications & Conditions of this work, but does not include one who merely furnishes materials not so worked.

6. The term "work" as it pertains to the Contract shall include all supplies, materials and transportation, as well as all equipment and labor necessary to complete each pay item as described in the Technical Specifications & Conditions of this Contract.

7. All time limits stated in the Contract Documents are of essence.

C. Quality of Work: The Contractor agrees to do the work covered under the Contract, conforming to the Contract, Technical Specifications & Conditions, and in a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the Village.

D. Maintenance of Traffic: The Contractor shall not work within the Village's Rights-of-Way or on any Village property accessible to the public without a Village-approved Maintenance of Traffic (MOT) plan. The Contractor shall submit and obtain Village approval of an MOT plan that meets all the requirements of the APPLICABLE Maintenance of Traffic Policy, a copy of which is attached, at least seven (7) calendar days before the commencement of any such activities.

E. Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the Village of all work provided for in the Contract, or as stipulated in the Technical Specifications & Conditions, whichever comes first, other than:

1. Saturday;
2. Sunday;
3. Any day designated as a holiday by the Village; or
4. Any day the Contractor is prevented from working during the first five (5) hours of the workday, with at least 60 percent of the normal work force, due to inclement weather.

All work for this Project shall be performed during normal business hours. A working day shall be considered to be a maximum of ten (10) hours in duration. Any time the Contractor desires to work in excess of ten (10) hours per day, on weekends or on Village-designated holidays, the Contractor shall submit a written request to the Village at least three (3) working days in advance. The contractor may not work in excess of ten (10) hours per day, on weekends or Village-designated holidays unless such request has been approved in advance in writing by the Village. By making such a request, the Contractor agrees that the cost for inspection(s) for work performed during the weekend, holiday or in excess of ten (10) hours in any given day will be paid by the Contractor at the prevailing wage rate plus overhead. The exception would be for any work required by the Contractor to protect the public caused by actions not under the control of the Contractor and requested by the Village. No extension of contract time will be granted for any weekend or Village-designated holiday.

F. Bond Requirements: Pursuant to F.S. 255.05, a Public Payment and a Performance Bond is to be issued in an amount equal to the total amount of the Contract by a surety approved by the Village. The Public Payment and the Public Performance shall be issued and recorded with the

Lee County Clerk of Court not later than seven (7) days after the notice of award by the Village. An irrevocable letter of credit may be accepted by the Village in lieu of the bond requirements.

**GP-02 PROSECUTION, PROGRESS AND PAYMENT**

A. Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of the Village.

B. Pre-construction Conference: After the Contract has been awarded, the Village will call a pre-construction conference to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the Village, the Contractor, and the various utility companies which will be affected by the construction.

Project Schedule: Submission of Working Schedule/Order of Completion – At the Pre-Construction Conference, the Contractor shall submit a complete Critical Path Method (CPM) Schedule showing the Project through completion. This shall include the sequencing of all work items showing:

- Work Task (each phase if phased);
- Coordination with Utilities;
- Utility Adjustments;
- Required Village submissions;
- Obtaining Permits; and
- Compliance with Permit Requirements.

Each of the above items must include:

- Duration;
- Early start;
- Late start;
- Float time;
- Predecessors & Successors; and
- Highlighted Critical Path for the entire Project from start to finish.

**An updated CPM Schedule acceptable to the Village must be submitted seven (7) calendar days before each monthly pay request.** The updated CPM Schedule must show actual construction progress, actual start/completion dates for work items, any changes necessary to show completion of the Project within the contract time limits, current start/completion dates for work items not yet completed, and a highlighted critical path for the completion of the remainder of the Project. The updated CPM Schedule must be accepted by the Village before the monthly pay request will be approved.

C. Liquidated Damages. Village and Contractor recognize that, since time is of the essence for this Project, the Village will suffer financial loss if the work is not substantially completed within the time specified in the Contract Documents, as said time may be adjusted as provided for herein. Should Contractor fail to achieve completion of the work within the time periods prescribed, Village shall be entitled to assess, as liquidated damages, but not as a penalty, an

amount as determined by the below table for each calendar day thereafter until completion is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Village's actual damages at the time of contracting if Contractor fails to substantially complete the work in a timely manner. Notwithstanding anything to the contrary contained herein, "Completion" shall be defined as a level of completion in compliance with the Contract Documents as certified in writing by Village's Manager and recommended by the engineer such that the Village has use of the Project and can operate the Project in all respects for its intended purpose. Any such liquidated damages may, at the option of the Owner, be withheld and deducted from any unpaid portion of the Contract Sum.

Applicable Liquidated damages are the amounts established in the following schedule:

CONTRACT AMOUNT			DAILY CHARGE PER CALENDAR DAY
\$50,000 and under			\$956
Over \$50,000	But less than	\$ 250,000	\$964
\$250,000	But less than	\$500,000	\$1241
\$500,000	But less than	\$2,500,000	\$1665
\$2,500,000	But less than	\$5,000,000	\$2712
\$5,000,000	But less than	\$10,000,000	\$3447
\$10,000,000	But less than	\$15,000,000	\$4866
\$15,000,000	But less than	\$20,000,000	\$5818
\$20,000,000	And over		\$9198 plus 0.00005 of any amount over \$20 million

D. Progress Payments. Contractor shall submit two (2) copies of its monthly Application for Payment to the Project Manager. Within fifteen (15) calendar days after receipt of each Application for Payment, the Village Manager shall either: (1) indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with the Local Government Prompt Payment Act, Section 218.70, F.S., and the administrative procedures as established by the Village.

Village will retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Village Manager for payment, whichever is less. After fifty percent (50%) of the construction services purchased pursuant to the contract, the retainage may be reduced to five percent (5%) for subsequent payments. After fifty percent (50%) completion of the construction services purchased pursuant to the contract, Contractor may present a payment request for up to one-half of the retainage held. The Village will promptly make payment to Contractor, unless the Village has grounds for withholding the payment of retainage and such sum shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Village. The Village Manager shall have

the discretion to establish, in writing, a schedule to periodically reduce the percentage of cumulative retainage held throughout the course of the project schedule. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

Each Application for Payment shall be accompanied by a Release and Affidavit, in the form approved by the Village clearly showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The Village shall not be required to make payment until and unless these affidavits are furnished by Contractor.

E. Provisions for Convenience of Public: The Contractor will schedule his operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the Village may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would present a more serious handicap, before beginning construction in the less affected areas.

### **GP-03 CONTROL OF THE WORK AND MATERIALS**

A. Plans and Contract Documents: The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications & Conditions, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times copies of the Plans (including relevant Design Standards), Technical Specifications & Conditions, General and Special Provisions available to the Village or its representatives.

B. Detail Drawings and Instructions: The Village may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

C. Order of Precedence: These documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing order of the documents will be as follows:

1. Permits from Agencies as required by law;
2. Change Orders;
3. Contract Documents including Addenda but excluding Construction Plans;
4. Construction Plans;
  - a. Dimensions given in figures govern over scaled dimensions;
  - b. Detail drawings govern over general drawings;
  - c. Addenda or Change Order drawings govern over Contract drawings.

D. Conformity of Work with Plans: All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications & Conditions or Special Provisions.



E. Authority of the Village: All work must be done under the supervision of the Village and performed to its satisfaction. It is agreed by the parties hereto that the Village will decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

F. Village's Status: The Village will examine and inspect the work to assure compliance with the requirements of these Contract Documents. The Village will determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications & Conditions. In instances where the Contractor is not in compliance with the requirements of the Contract or when the quality and materials are not acceptable to the Village, then the Village has the authority as follows:

1. to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract;
2. to reject all work which does not conform to the Contract or when materials of shop drawings have not been approved prior to placement;
3. to resolve questions which arise in the execution of the work; and
4. to stop work whenever such stoppage may be necessary to insure the safety of personnel or the public.

No additional time or compensation will be added to the Contract when stopping work for the above listed reasons

The Village and its representatives must at all times have access to the work wherever it is in preparation or progress and the Contractor must provide proper facilities for such access and for inspection. If the Technical Specifications & Conditions, the Village's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor must give the Village timely notice of its readiness for inspection and, if the inspection is by an authority other than the Village, the date fixed for such inspection. Inspections by the Village shall be promptly made and, where practicable, at the source of supply.

The Village's representatives will be authorized to inspect all work done and all materials furnished. They are authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications & Conditions and Contract, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and resolved by the Village. The presence of the Village representatives will in no way lessen the responsibility of the Contractor.

If any work should be buried or otherwise covered up without approval or consent of the Village, it must, if required by the Village, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered, and the work must be uncovered by the Contractor.

G. Suspension of Work: The Village has the right to suspend all or any portion of the work upon giving the Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event will the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

H. The Village's Right to do Work: If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with provisions of the Contract, the Village, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct the cost from the payment due the Contractor.

I. Village's Decision: The Village shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

J. Contractor's Supervision and Employees: The Contractor will supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

Unless otherwise identified in the Contract Documents, the Contractor will be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor must at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone unskilled in the work assigned to them. The Contractor will be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor will keep on the job at all times an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who will not be replaced without written notice and approval from the Village. The Superintendent will be the Contractor's representative on the job and must have authority to act on behalf of the Contractor. The Superintendent or their qualified designee must be present at the job site and direct the work of sub-contractors, as well as employees of the Contractor. The Superintendent will be equipped with a communication device enabling them to contact suppliers, sub-contractors or their office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the Village or its representatives.

The Contractor's Superintendent shall be present on the job site at all times while work is in progress, and shall be available by phone for emergencies twenty-four (24) hours per day, seven (7) days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

K. Daily Reports: Unless waived in writing by the Village, the Contractor shall complete and submit to the Village on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Village. The daily log shall document all activities of the Contractor at the Project site including, but not limited to, the following:

- Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the work;
- Soil, rock, subsurface or other conditions which adversely affect the work;
- The hours of operation by Contractor's and any subcontractor's personnel;
- The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontractor and trade;
- All equipment and vehicles present at the Project site, description of equipment and vehicle use and designation of time the equipment and vehicles were used (specifically indicating any down time);
- Description of work being performed at the Project site;
- Any unusual or special occurrences at the Project site;
- Materials received at the Project site;
- A list of all visitors to the Project site; and
- Any problems that might impact either the cost or quality of the work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by the Contractor to the Village pursuant to other sections of the Contract Documents.

L. Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination and prior to submitting a bid, satisfied itself as to the nature and location of the work; the conformation of the ground and subsurface; the character, quality, and quantity of the materials to be encountered; the character and quantity of equipment, vehicles and facilities needed prior to and during prosecution of the work; the general and local conditions including environmental and climatic conditions; and other matters which can affect the work under the Contract, and that the same are in conformance with the Bid documents. If an underground facility or differing site condition is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (excepting in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the Village. The Village will review the underground facility or differing condition to determine the extent to which the Documents should be modified. With Village approval, the Contract Documents will be amended or supplemented to the extent necessary and the Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable. During such review, the Contractor shall be responsible for the safety and protection of such underground facility. Any work done after such discovery without specific authorization by the Village will be done at the Contractor's risk. Failure of the Contractor to fully examine and acquaint itself with any and all applicable conditions shall not relieve the Contractor from any of its responsibilities to perform under the Contract documents. Failure to report differing site conditions to the Village prior to beginning work, or undertaking additional

activities without proper authorization of the Village, shall not be considered the basis for any claim for additional time or compensation due to differing or unexpected site conditions or errors in the bid documents. No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after execution of the Contract, shall affect or modify the terms or obligations herein contained.

M. Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the Village in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Village, he shall bear all costs arising therefrom.

N. Protection of Work and Property: The Contractor shall continuously maintain protection of all his work from damage and shall protect the Village's property from injury or loss arising in connection with the Contract. Contractor shall make good on any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Village. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Village, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractors shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the Village.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the Village.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the Village has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the Village.

O. Changes in the Work: The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sums due being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the Contract.

In giving instructions, the Village shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Village. No claim for an addition to the Contract sum previously due shall be valid unless ordered and under no circumstances shall the Village be liable to the Contractor for any increased compensation without such written order. Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract or subsequently agreed upon; or
3. By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (3), Contractor shall keep amendment in such form as the Village may direct, a correct account of the net cost of labor and materials, together with vouchers. The Village shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

When requiring a change in the scope of services, the Contractor shall notify the Village by written notice that a change order is requested within five (5) calendar days of any occurrence.

P. Deductions for Uncorrected Work: If the Village deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

Q. Contract Time Extensions: Should Contractor be obstructed or delayed in the prosecution of or completion of the work, whether to a controlling item of work identified in the most current approved CPM Schedule or otherwise, as a result of unforeseeable causes beyond the control of the Contractor and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine, regulations, strikes or lockouts, acts or failures to act of any public or private utility, or any other cause, then the time for completion shall be extended for such reasonable time as the Village may decide. Contractor shall notify the Village in writing within seven (7) calendar days after the commencement of such delay, stating the date the delay began, the cause or causes thereof and the controlling item of work affected by the delay, if applicable. **If the Contractor does not notify the Village in writing within seven (7) calendar days, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract time for that delay.**

The existence of an updated accepted CPM Schedule, as required, is a condition precedent to the Contractor having any right to an extension of Contract time arising out of any delay to a Critical Path item. If the Contractor has not submitted or updated the CPM Schedule as required for the period of delay, or if the current accepted Schedule does not accurately reflect the actual status of the Project or fails to accurately show the true controlling or noncontrolling work activities for the period of delay, then entitlement to, or the length of any time extension will be determined solely by the Village, which determination shall be final.

**No Damages for Delay** - No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which the Village may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any right to damages or additional compensation from the Village. **The Contractor expressly acknowledges and agrees that it shall receive no damages for delay.** The Contractor's sole remedy, if any, against the Village will be the right to seek an extension to the Contract time. This paragraph shall expressly apply to claims for early completion as well as to claims based on late completion.

R. Correction of Work Before Final Payment: All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the Village who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet Village approval, they shall be forthwith reconstructed, made good, replaced, or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Village, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the defective or unsuitable work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Village shall be equitable.

S. Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Village fails to pay the Contractor within thirty (30) calendar days of maturity and presentation any sum certified by the Village, then the Contractor may, upon seven (7) calendar days written notice to the Village, stop work or terminate the Contract.

T. Removal of Equipment: In the case of termination of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the Village, shall within five (5) business days remove any part or all of its equipment and supplies from property of the Village or site of work, failing which the Village has the right to remove such equipment and supplies at the Contractor's expense.

U. Use of Completed Portions: The Village has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the Village may determine and the Village approves.

V. Payments Withheld: The Village may withhold payment to the Contractor on account of:

1. Defective work not remedied;



2. Failure of the Contractor to make payment properly to Subcontractor or for material or labor;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid;
4. Damage to another contractor; or
5. Failure to submit an approved updated CMP Schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

W. Claims and Disputes: A "Claim" is a demand or assertion by the Contractor seeking an adjustment or interpretation of the terms of the Contract documents, payment of money, extension of time or other relief arising out of or relating to the Contract documents, except damages for delays, for which there is no right to claim damages.

The Contractor is fully responsible to substantiate Claims. A decision shall be required as a condition precedent to any exercise by the Contractor of any rights or remedies under the Contract Documents or by laws and regulations in respect of such Claims. The procedure for making a Claim is as follows:

1. Notice of Claim. Claims must be initiated by written notice to the Village Manager not later than seven (7) days after the first occurrence of the event giving rise to such Claim. Claims not timely submitted shall be deemed waived.
2. Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the contract in accordance with the Contract Documents. A Change Order will be timely issued in accordance with the decisions of the Claim.
3. Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract sum due, written notice as provided herein shall be given before proceeding to execute the work. Prior notice is not required for Claims relating to an emergency endangering life or property. It is the Contractor's responsibility to present all data and information in support of a Claim. Unsupported claims may not be considered.
4. Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract timelines, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Unsupported claims will not be considered.
5. Decision. Claims shall be referred to the Village and shall be reviewed and considered by the Village upon consultation with the project architect and/or engineer as may be reasonably necessary to make a decision. The Village will review timely filed and properly documented Claims within twenty (20) days of the receipt of a Claim and take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from another party, (2) reject the Claim in



whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the Village is unable to resolve the Claim if sufficient information to evaluate the merits of the Claim is not available.

In evaluating Claims, the Village may, but shall not be obligated to, consult with or seek information from other parties and may make the decision based solely on the information provided by the Contractor in the support of the Claim. If a request to furnish additional supporting data is made, a response is due within three (3) business days after receipt of such request. Upon receipt of the response or supporting data, if any, the Village will either reject or approve the Claim in whole or in part.

X. Assignment: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Village.

Y. Rights of Various Interests: Before work being done by the Village's forces or by other Contractor's forces, contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the Village before such commencement, to secure the completion of the various portions of the work in general harmony.

Z. Separate Contracts: The Village reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of the work, and shall properly connect and coordinate its work with theirs. If any part of the Contractor's depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Village any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work, except as to defects which may develop on the other Contractor's work after the execution of its work.

AA. Subcontractors: The Contractor shall provide a list of subcontractors with his bid for approval. The Contractor agrees that he is as fully responsible to the Village for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as Contractor is for the acts and omissions of persons directly employed by it. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Village. Substitutions must be submitted in writing and shall be subject to approval by the Village.

To insure proper execution of his subcontractor's work, the Contractor shall measure work already in place and shall at once report to the Village any discrepancy between the executed work and the drawings.

BB. Horizontal and Vertical Control: Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any and all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of

willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

CC. Lands for Work: The Village shall provide the lands upon which the work under the Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same.

DD. Cleaning Up: The Contractor shall, at such times as may be required by the Village, remove from the Village's property and from all public and private property, at its own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from its operations. All damaged areas will be restored by the Contractor to their original condition and approved by the Village. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

EE. Guarantee: The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of final acceptance of the work by the Village or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the Village and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified. The Contractor shall repair or replace defective work or materials no later than (30) days from the Contractor's receipt of written notice from the Village.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract Documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion or written acceptance by the Village, whichever is later.

FF. Utilities:

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be solely and fully responsible for getting all utility locates, sequencing his work to minimize conflicts with all utilities, coordinating with utilities as necessary regarding location, relocation or removal, and making necessary field adjustments, approved by Village engineer(s) to accommodate utilities. The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures, and from any damages resulting from said excavation. The Contractor is to include within his line item bid prices, the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities which may be in conflict with the construction of the proposed project, and to include sufficient time for the location, relocation or removal of utilities and underground utilities within the proposed Project timeline. **The Contractor expressly acknowledges and agrees that it**

**shall receive no damages for any delays associated with the location, relocation or removal of utilities or underground utilities. The Contractor's sole remedy, if any, against the Village will be the right to seek an extension to the Contract time.**

2. Cooperation With Utilities: Attention is called to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a "Sunshine State One Call" which is to be used by all parties doing excavation, demolition or other underground construction. The Contractor is required prior to any excavation to notify "SUNSHINE STATE ONE CALL OF FLORIDA (800-432-4770)

GG. Accidents: The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the Village accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Village.

If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the Village, giving full details of the claim.

HH. Stage Plans: Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the Village, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the Village shall not relieve the Contractor of full responsibility for the safety of the work.

II. Measurement of Quantities: Where applicable, the quantities of materials and work performed will be computed by the Village on the basis of measurements taken by the Village or its agents, and these measurements shall be final and binding. All materials and work computed under the Contract shall be measured by the Village according to the United States Standard Measurements and Weights.

The Village does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and materials to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the Village prior to any work.

JJ. Reference to Other Specifications: Where reference is made to Technical Specifications & Conditions such as A.S.T.M., A.W.W.A., or A.A.S.H.T.O., or any other reference specifications, the latest edition shall be used.

KK. Sanitary Facilities: The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as are required by local and state boards of health.

LL. Quality of Equipment and Materials: To establish standards of quality, the Village may, in the specifications, refer to products by name or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

1. The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the Village may require.
2. The Contractor shall abide by the Village's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The Village will approve or disapprove proposed substitutions in writing within a reasonable time.

MM. Codes and Laws: The successful bidder shall comply with all Federal, State, Local laws, and ordinances that affect the Contract in any way.

NN. Traffic Control: The Contractor shall comply with the "Manual on Uniform Traffic Control Devices", the APPLICABLE MOT Policy and maintain safe conditions at all times.

OO. Explorations and Reports: If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract Documents, it should be understood that these reports are not part of the Contract Documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires subsurface investigation, it will be done at its expense, prior to bidding. If the Contractor has elected not to make subsurface investigation prior to bidding, Contractor shall not be entitled to any extra compensation due to conditions encountered.

PP. Existing Structures: Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site have been utilized by the Consultant or the Village in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

QQ. All agency permits attached are made a part of this Contract and shall be the Contractor's responsibility for all permit conditions.

RR. Indemnification: Subject to the provisions and monetary limitations of Sections 725.06 and 768.28, Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Village and Contractor do hereby agree to indemnify and hold harmless the other, its officers, and employees, from

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the said in the performance of the construction contract.

End of General Provisions Section

**VILLAGE OF ESTERO, FLORIDA  
VENDOR DISCLOSURE FORM**

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Please check as appropriate:

\_\_\_\_\_ I am the sole proprietor/owner. The company is not publicly held.

\_\_\_\_\_ The company is not publicly held.  
The names and addresses of the owners having a greater than 5% interest is attached.

\_\_\_\_\_ The company is publicly held.  
The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: \_\_\_\_\_

Vendor

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

Date: \_\_\_\_\_



AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced (Print or Type Name) \_\_\_\_\_ as identification. (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



**VILLAGE OF ESTERO, FLORIDA**

**MAJOR INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:** *The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:  
The Village of Estero, Florida  
9401 Corkscrew Palms Circle  
Estero, Florida 33928
  - b. “*The Village of Estero, Florida, its agents, employees, and public officials*” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**PUBLIC ENTITY CRIME FORM**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(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: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understare that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a 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.

5. I understand that a “person” as defined in Paragraph 287.133(1) (c), 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 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 the entity.

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

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor 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, member, or agents who are active in management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, member, 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

\_\_\_\_\_  
(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 \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

\_\_\_\_\_  
*(Signature)*  
 \_\_\_\_\_  
*(Company Name)*

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ *(name and title of corporate officer)* of \_\_\_\_\_ *(name of corporation)*, a \_\_\_\_\_ *(state or place of incorporation)* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *(type of identification)* as identification.

\_\_\_\_\_  
*(signature line for notary public)*  
 \_\_\_\_\_  
*(name of notary typed, printed or stamped)*  
 \_\_\_\_\_  
*(title or rank)*

My commission expires:  
 \_\_\_\_\_

\_\_\_\_\_  
*(serial number, if any)*

BID BOND

Complete EITHER Village of Estero Paper Bid Bond OR provide Irrevocable Letter of Credit

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and

(BIDDER'S Name)

\_\_\_\_\_ a Corporation licensed to do

(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto THE VILLAGE OF ESTERO, FLORIDA, ESTERO, FLORIDA, a Municipal Corporation of the State of Florida, in the SUM OF \_\_\_\_\_

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the VILLAGE and provide other Insurance as may be required to the VILLAGE within seven (7) calendar days after the written Notice of Award date, or within such extended period as the VILLAGE may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said VILLAGE in money the difference between the amount of the Bid of said Principal and the amount for which said VILLAGE may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said VILLAGE if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Village of Estero Council that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

\_\_\_\_\_ (SEAL)  
(Principal)

(By) \_\_\_\_\_

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

Witness as to Surety:

\_\_\_\_\_ (SEAL)  
(Surety's Name)

\_\_\_\_\_

\_\_\_\_\_  
(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

## Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal \_\_\_\_\_  
\_\_\_\_\_, for \_\_\_\_\_ **Project or contract**  
**number] [Project name]**
2. This sworn statement is submitted by \_\_\_\_\_ whose  
**[Name of entity submitting sworn statement]**  
business address is \_\_\_\_\_.
3. Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (or  
if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement).
4. My name is \_\_\_\_\_ and my relationship to the  
above is: **[Please print name of individual signing]**  
\_\_\_\_\_.
5. Based on information and belief, the certification, which I have marked below, is true in relation to the  
entity submitting this sworn statement as required by §287.135, Florida Statutes.

**[ ] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)**

- The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.  
 The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

**[ ] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)**

- The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.  
 The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

**[ ] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)**

- The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.  
 The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**[ ] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)**

- The entity submitting this sworn statement does not have business operations in Cuba or Syria.  
 The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false

certification, is later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(stamp)



VILLAGE OF ESTERO - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- \_\_\_\_\_ 1. The Solicitation has been signed and with corporate seal (if applicable).
- \_\_\_\_\_ 2. The Solicitation prices offered have been reviewed (if applicable).
- \_\_\_\_\_ 3. The price extensions and totals have been checked (if applicable).
- \_\_\_\_\_ 4. Substantial and final completion days inserted (if applicable).
- \_\_\_\_\_ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- \_\_\_\_\_ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 7. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 8. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 9. Licenses (if applicable) have been inserted.
- \_\_\_\_\_ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- \_\_\_\_\_ 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.
- \_\_\_\_\_ 13. Any Delivery information required is included.
- \_\_\_\_\_ 14. The mailing envelope has been addressed to:  
                   Village of Estero  
                   9401 Corkscrew Palms Circle #101  
                   Estero, FL 33928
- \_\_\_\_\_ 15. The mailing envelope **MUST** be sealed and marked with:  
                   Solicitation Number  
                   Opening Date and/or Receiving Date
- \_\_\_\_\_ 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_\_ 17. If submitting a "NO BID" please write Solicitation number here \_\_\_\_\_  
                   and check one of the following:  
                   \_\_\_\_\_ Do not offer this product      \_\_\_\_\_ Insufficient time to respond.  
                   \_\_\_\_\_ Unable to meet specifications (why)  
                   \_\_\_\_\_ Unable to meet bond or insurance requirement.  
                   Other: \_\_\_\_\_

Company Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_