

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

BIDDERS NAME: \_\_\_\_\_

**00-30-00 PROCUREMENT FORMS AND SUPPLEMENTS**

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

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

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

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

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

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

**Town's Project No.** \_\_\_\_\_

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

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

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

**EMail:** **jtoner@terratectonics.com**

**Bidder's Declaration and Understanding**

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

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

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

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

**CONTRACT EXECUTION AND BONDS**

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

**CERTIFICATES OF INSURANCE**

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

**START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

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

**LIQUIDATED DAMAGES**

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

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

**ADDENDA**

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

**SALES AND USE TAXES**

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

**NAMED MATERIALS AND MANUFACTURERS**

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

**DRUG-FREE WORKPLACE CERTIFICATION**

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

**UNIT PRICE WORK**

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

**Unit price bid items:**

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

**ADDITIONAL PAY ITEMS FOOTNOTES:**

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

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 BID FORM**

BIDDERS NAME: \_\_\_\_\_

**UNIT PRICE BID SHEET**

Item No.	Symbol	TOTAL Quantity	unit	TOTAL BID COST	NOTES:
1	TRUCK WATERING	1	LS		TRUCK WATERING - 12 MONTH WARRANTY PERIOD
2	M.O.T.	40	LS		Maintenance of traffic OPERATIONS for each area of project
3	PROJECT SIGN	2	EA		SEE BID DOC'S
3	3" MULCH	632	CY		Pine Bark Mulch or 'Enviromulch' - submit samples for approval
4	3" LAVA ROCK MULCH	7	CY		Red Lava Rocks To Match Existing, Include Filter Fabric
5	3" SHELL MULCH	0	CY		Shell Mulch 1/4" - 3/8" sieve, Include Filter Fabric - submit samples for approval
6	PREPARED PLANTING SOIL	639	CY		Depth of 3" for plantings as a soil supplement - replacement of existing soils
7	TREE/STUMP REMOVAL	44	EA		Lump sum for full removal including stump removal.
8	EXISTING MATERIAL REMOVAL	3413	SF		Demolition - removing and disposal off-site including roots
10	2" ELECTRICAL CONDUIT	670	LF		For Duke Energy power source to median lighting junction boxes.
11	6" DIRECTIONAL BORE	215	LF		For accomodating electrical conduit under roadway for lighting in medians
12	UPLIGHTING LED LIGHTS WITH TREE STRAPS	22	EA		For median palms. See attached detail in bid documents
13	3" ASPHALT MILLINGS	20	CY		For driveway. 1/8" - 1/4" sieve
14	PERMEABLE PAVERS	13	EA		Permeable with crushed concrete base and gravel fill. Price per each 100 SF section. White or Light gray pavers on 2" crushed concrete or granite base. Permeable joints with 1/4" infill slag or crushed granite.
15	ASPHALT/CONCRETE REMOVAL	2843	SF		Saw cut and remove. Remove and dispose offsite
16	LIMESTONE BASE REMOVAL	2877	SF		Excavate all limestone base. Remove and dispose offsite
17	6" CLEAN FILL	90	CY		Sand fill - free of construction debris and organics
18	CURB REMOVAL	24	LF		See plans and details
19	CURB TYPE 'D'	315	LF		See plans and details
20	EMPIRE ZOYSIA SOD	8401	SF		EMPIRE CERTIFIED SOD

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**IRRIGATION:**

Item No.	Symbol	TOTAL Quantity	unit	TOTAL BID COST	NOTES:
21	VALVE BOX FOR 'NODE' CONTROLLERS AN DISK FILTERS	174	EA		For B properties if needed. For C & D properties - see plans for locations, Quantities will need to be field verified
22	BATTERY CONTROLLERS 'Node Controller'	174	EA		For B properties if needed. For C & D properties - see plans for locations, Quantities will need to be field verified
23	SOLAR PANELS FOR BATTERY CONTROLLERS	174	EA		See plans and details one per Node controller. Mount on 2'-4' aluminum stake where it receives at least 8 hours a day of sunlight. Quantities will need to be field verified.
24	DISK FILTER ASSEMBY WITH VALVE BOX	174	EA		For each now connection to reclaimed water. Quantities will need to be field verified.
25	DRIP IRRIGATION	40000	SF		See plans for locations of B & D areas. Quantities will need to be field verified.
26	LINE FLUSHING VALVE		EA		See plans for locations of B & D areas. 1 per each new system of drip irrigation. Quantities will need to be field verified.
27	4" POP-UP SPRAY HEAD	300	EA		See plans for locations of B & D areas. Quantities will need to be field verified.
28	12" POP-UP SPRAY HEAD	300	EA		See plans for locations of B & D areas. Quantities will need to be field verified.
28	TREE BUBBLERS FOR EACH NEW TREE	500	EA		See plans for locations of B & D areas. Quantities will need to be field verified.

ITEM NO.	GROUNDCOVER PLANT MATERIALS	TOTAL Quantity	unit	TOTAL BID COST	Common Name
29	KB	1386	EA		Kalanchoe
30	AG	1174	EA		Perennial Peanut
31	HS	543	EA		Artichoke Agave

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**Additional Notes:**

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

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

\$ \_\_\_\_\_ Dollars

\_\_\_\_\_  
(Amount in Words)

TIME OF COMPLETION **90** CALENDAR DAYS

**AWARD**

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





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BID FORM**

BIDDERS NAME: \_\_\_\_\_

**00-30-04 BIDDER INFORMATION**

The name of the Bidder submitting this Proposal is:

\_\_\_\_\_

\_\_\_\_\_

doing business at : \_\_\_\_\_

Street Address

City

State

Zip

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If Sole Proprietor or Partnership**

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

\_\_\_\_\_

Signature of Bidder

\_\_\_\_\_

Typed/Printed Name of Bidder

\_\_\_\_\_

Title

\_\_\_\_\_

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BIDDERS NAME: \_\_\_\_\_

License Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal I.D. Number

**If Corporation**

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

(SEAL)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

Attest

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal I.D. Number

\* \* \* \* \*

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BID FORM**

BIDDERS NAME: \_\_\_\_\_

**00-40-01 NONCOLLUSION AFFIDAVIT**

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

) SS

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

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He/she is the \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached Bid and is an authorized representative of the entity with knowledge of the bid preparation;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bid, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015,

in the State of \_\_\_\_\_, County of \_\_\_\_\_.

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

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

\* \* \* \* \*

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

BIDDERS NAME: \_\_\_\_\_

**00-40-02 PUBLIC ENTITY CRIMES STATEMENT**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

For: \_\_\_\_\_

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

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

and

( if applicable ) its Federal Employer Identification Number ( FEIN ) is \_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

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

entity named above is: \_\_\_\_\_.

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

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BID FORM**

BIDDERS NAME: \_\_\_\_\_

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

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

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in other person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND ( Please indicate which additional statement applies. )

**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1  
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BIDDERS NAME: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
( Signature )

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
( name of individual signing )

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

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

\* \* \* \* \*

**00-40-03 - DRUG FREE WORKPLACE CERTIFICATION**

Florida Statutes on Drug-Free Workplace Programs:

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

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BID FORM**

BIDDERS NAME: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: \_\_\_\_\_ BID NO: \_\_\_\_\_

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

\_\_\_\_\_  
Vendor's Signature

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

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

\_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_.

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

(Affix Seal)

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

\* \* \* \* \*

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

BIDDERS NAME: \_\_\_\_\_

**00-50-00 CONTRACTING FORMS AND SUPPLEMENTS**

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

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

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

**ARTICLE 1. - WORK**

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

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

**ARTICLE 2. ARCHITECT or TOWN**

The Project has been designed by:

**Terra Tectonics design group, Inc – Landscape Architects**

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

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

**ARTICLE 3. - CONTRACT TIME**

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

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

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BIDDERS NAME: \_\_\_\_\_

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

3.2. Liquidated Damages.

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

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

**ARTICLE 4. - CONTRACT PRICE**

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

\_\_\_\_\_ Dollars

(Amount in words)

\$ \_\_\_\_\_

(Amount in figures)

**ARTICLE 5. - PAYMENT PROCEDURES**

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

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BIDDERS NAME: \_\_\_\_\_

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

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

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

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

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

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

**ARTICLE 6. - CONTRACTOR'S REPRESENTATIONS**

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

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

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

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

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

BIDDERS NAME: \_\_\_\_\_

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

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

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

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

**ARTICLE 7. - CONTRACT DOCUMENTS**

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

Work consists of the following:

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

7.2. Exhibits to this Agreement.

7.3. Performance and other Bonds.

7.4. Notice of Award.

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

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

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

BIDDERS NAME: \_\_\_\_\_

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

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

BIDDERS NAME: \_\_\_\_\_

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

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

BIDDERS NAME: \_\_\_\_\_

- 80** Irrigation Details (3)
- 81** Irrigation Details (4)
- 82** Irrigation Details (5)
- 83** Irrigation Plan (1)
- 84** Irrigation Plan (2)
- 85** Irrigation Plan (3)
- 86** Irrigation Plan (4)
- 87** Irrigation Plan (5)
- 88** Irrigation Plan (6)
- 89** Irrigation Plan (7)
- 90** Irrigation Plan (8)
- 91** Irrigation Plan (9)
- 92** Irrigation Plan (10)
- 93** Irrigation Plan (11)
- 94** Irrigation Plan (12)
- 95** Irrigation Plan (13)
- 96** Irrigation Plan (14)
- 97** Irrigation Plan (15)
- 98** Irrigation Plan (16)
- 99** Irrigation Plan (17)
- 100** Irrigation Plan (18)
- 101** Irrigation Plan (19)
- 102** Irrigation Plan (20)
- 103** Irrigation Plan (21)
- 104** Irrigation Plan (22)
- 105** Irrigation Plan (23)
- 106** Irrigation Plan (24)
- 107** Irrigation Plan (25)
- 108** Irrigation Plan (26)
- 109** Irrigation Plan (27)
- 110** Irrigation Plan (28)
- 111** Irrigation Plan (29)
- 112** Irrigation Plan (30)
- 113** Irrigation Plan (31)
- 114** Irrigation Plan (32)
- 115** Irrigation Plan (33)
- 116** Irrigation Plan (34)
- 117** Irrigation Plan (35)
- 118** Irrigation Plan (36)
- 119** Irrigation Plan (37)

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

BIDDERS NAME: \_\_\_\_\_

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

7.9. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

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

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

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

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

7.14. Any and all final, executed contract documents

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

There are no Contract Documents other than those listed above in this Article 7. **ARTICLE 8. - MISCELLANEOUS**

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

BIDDERS NAME: \_\_\_\_\_

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

8.2 The CONTRACTOR shall name the TOWN as additional insured, and provide proof of insurance prior to commencing any work under this contract. CONTRACTOR agrees to indemnify and hold harmless the TOWN from any and all claims arising out of or related to the performance of its obligations under this contract or as a result of subcontracts which the CONTRACTOR has engaged for this project. Notwithstanding any other provisions of this agreement, nothing contained herein shall be deemed or construed to constitute a waiver of the Town's entitlement to sovereign immunity or the statutory allowances under Florida Statutes § 768.28.

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

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

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

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

BIDDERS NAME: \_\_\_\_\_

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

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

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

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

**ARTICLE 9. OTHER PROVISIONS**

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

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

**Town of Indian Shores, Florida**

\_\_\_\_\_  
TOWN CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_

By By

\_\_\_\_\_

Typed/Printed Name & Title

Typed/Printed Name & Title

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

BIDDERS NAME: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

\_\_\_\_\_  
Attest - Title

\_\_\_\_\_  
Attest - Title

Approved as to form and legality:  
\_\_\_\_\_

\_\_\_\_\_  
Attorney

Date

TOWN

CONTRACTOR

Address for giving notices

Address for giving notices

**Town of Indian Shores, Florida**

**Clerks Office - Town of Indian Shores, Florida**

**19305 Gulf Boulevard**

**Town of Indian Shores, Florida 33785**

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

License No. \_\_\_\_\_

to sign and resolution or

Agent for service of process:

other documents authorizing execution of Agreement.)

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

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

BIDDERS NAME: \_\_\_\_\_

**00-60-00 PROJECT FORMS**

**00-60-01 PERFORMANCE BOND FORM**

BOND NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

(contractor)

of \_\_\_\_\_

(contractor's address)

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_

(surety)

of \_\_\_\_\_

(surety's address)

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

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

in the sum of \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_),

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

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

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

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

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

BIDDERS NAME: \_\_\_\_\_

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

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

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

CONTRACTOR \_\_\_\_\_

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

\_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_  
Attest

SURETY \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_  
Attest

APPROVED AS TO FORM: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Town of Indian Shores, Florida Attorney

\_\_\_\_\_  
Typed/Printed Name & Title

\* \* \* \*

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

BIDDERS NAME: \_\_\_\_\_

**00-60-02 PAYMENT BOND FORM**

BOND NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

(contractor)

of \_\_\_\_\_

(contractor's address)

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_

(surety)

of \_\_\_\_\_

(surety's address)

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

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

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

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

BIDDERS NAME: \_\_\_\_\_

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

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

CONTRACTOR \_\_\_\_\_  
By \_\_\_\_\_(Seal)

\_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_  
Attest  
SURETY  
By \_\_\_\_\_  
Typed/Printed Name & Title

\_\_\_\_\_  
Attest  
APPROVED AS TO FORM: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Town of Indian Shores, Florida Attorney  
\_\_\_\_\_  
Typed/Printed Name & Title

\* \* \* \*

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

BIDDERS NAME: \_\_\_\_\_

**01-00-00 GENERAL REQUIREMENTS**

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

**Contractors Code of Conduct**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\* \* \* \*

**01-00-02 - SUMMARY OF WORK**

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

BIDDERS NAME: \_\_\_\_\_

**PART 1 GENERAL**

**1.01 WORK COVERED BY CONTRACT DOCUMENTS**

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

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

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

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

**1.02 PLANS AND SPECIFICATIONS**

- A. The Plans and the Specifications indicate the extent and nature of the work to be performed.**
- B. Plans: When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

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

BIDDERS NAME: \_\_\_\_\_

- C. Supplementary Drawings: When, in the opinion of the Town or Architect, it becomes necessary to explain more fully the work to be done or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared and given to the Contractor.
  
- D. Contractor to Check Plans and Data: The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Town, and shall notify the Town of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Architect or Town, should such errors or omissions be discovered. All schedules are given for the convenience of the Town and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
  
- E. Intent:
  - 1. All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
  
  - 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
  
  - 3. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

**1.03 MATERIALS AND EQUIPMENT**

A. Manufacturer

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

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BID FORM**

BIDDERS NAME: \_\_\_\_\_

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

**B. Installation of Equipment.**

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

**1.04 CONSTRUCTION AREAS**

The Contractor shall:

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

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

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

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

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

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

\* \* \* \*

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BID FORM**

BIDDERS NAME: \_\_\_\_\_

**01-00-03 - PROJECT SIGN**

**PART 1 GENERAL**

**1.01 SCOPE OF WORK**

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

1. Project name:  
**2017 TOWN OF INDIAN SHORES - GULF BOULEVARD BEAUTIFICATION - Phase-1**
2. Current Town of Indian Shores, Florida Officials' information (Mayor, Council, Town of Indian Shores, Florida, Town Administrator)
3. Town of Indian Shores, Florida Logo
4. Funding source and Construction Costs

**1.02 LOCATION**

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

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

**1.03 SUBMITTALS**

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

***(See attached Detail 100)***

**PART 2 PRODUCTS**

**2.01 SIGN MATERIALS**

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

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

1. Colors shall be selected by the Town of Indian Shores, Florida
2. Letter style shall be Helvetica Regular, or as otherwise requested by the Town to meet the facility standards

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BIDDERS NAME: \_\_\_\_\_

C. Galvanized hardware

**2.02 SIZE**

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

**PART 3 EXECUTION**

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

B. Remove signs at the completion of the project.

**END OF BID FORM**