

# City of Marco Island Florida



CONTRACT BIDDING DOCUMENTS FOR:

## **City Hall Annex Second Floor Reconfiguration**

**ITB 2023-014**

**May 26, 2023**

CITY OF MARCO ISLAND  
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# City Hall Annex Second Floor Reconfiguration ITB #2023-014

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# **A. PUBLIC NOTICE/ LEGAL ADVERTISEMENT**

**PUBLIC NOTICE**  
MARCO ISLAND, FLORIDA  
INVITATION TO BID

**City Hall Annex Second Floor Reconfiguration**  
**ITB #2023-014**

Sealed bid proposals will be received by the City Clerk, City of Marco Island, 50 Bald Eagle Drive, Marco Island, Florida 34145, until 3:00 PM (EST) on June 29, 2023.

**GENERAL DESCRIPTION – PLEASE REFER TO PROJECT PLANS AND SPECIFICATIONS FOR DETAILED REQUIREMENTS**

The City of Marco Island is soliciting bids to renovate the second floor (4,356 sf) of the City Hall Annex located at 1310 San Marco Road, Marco Island, FL 34145. The scope of work includes but is not limited to:

1. Demolition of existing second floor interior.
2. Reconfiguration of the space consisting of new layout for offices, training/conference areas, bathrooms, kitchen/break room, etc., including new partitions, flooring, doors, casework, and suspended ceilings.
3. Installation of new cabinetry, plumbing fixtures, and appliances.
4. Mechanical including removal of existing and installation of new variable refrigerant flow HVAC system.
5. Electrical including removal of existing electrical components and installation of new components.
6. Plumbing including removal of existing pipes, drains, and fixtures and installation of new per plans.
7. Adjustment of the electric metering of the building including removal of existing electrical components and installation of new components.

It is recommended that prospective bidders attend the pre-bid meeting and site visit, which will be held at 10 AM (EST), Friday, June 9, 2023 at 1310 San Marco Road, Marco Island, FL 34145.

Information and Bidding Documents can be obtained by downloading from [www.demandstar.com](http://www.demandstar.com). Please direct questions to Heather Reed, Fleet and Facilities Coordinator at: [HJReed@cityofmarcoisland.com](mailto:HJReed@cityofmarcoisland.com); or (239) 389-5017; or 50 Bald Eagle Drive, Marco Island, Florida 34145.

Dated this May 26, 2023

By: Michael A. McNees, City Manager

*Published in Naples Daily News on 5/27/23*

## **B. INSTRUCTIONS TO BIDDERS**

**Respondents to this solicitation or person acting on their behalf may not contact between the release of the solicitation and the end of the end of 72-hour period following the agency posting the notice of intended award, excluding weekends and state holidays, any employee or officer of the executive or legislative branch concerning any aspects of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for disqualification.**

### **MILESTONE DATES**

<b>Event</b>	<b>Date</b>	<b>Time</b>
Legal advertisement	5/26/2023	
Pre-Bid Meeting	6/9/2023 1310 San Marco Road Marco Island, FL 34145	10:00 AM
Questions Due	6/15/2023	5:00 PM
Answers & Addendum	6/20/2023	5:00 PM
Bid Opening	6/29/2023	3:00 PM
City Council Approval	7/24/2023	5:30 PM
Notice to Proceed	Shortly after 7/24/2023	

### **Section 1** **Definitions**

- 1.1 The term "Owner" used herein refers to the City Council of the City of Marco Island, or the City Manager as its duly authorized representative.
- 1.2 The term "Project Manager" used herein refers to the Owner's duly authorized representative.
- 1.3 The term "Design Professional" refers to the licensed professional engineer or architect who is under contract with the Owner for the purpose of designing and/or monitoring construction of the project. Any or all duties of the Design Professional referenced under this Agreement may be assumed at any time by the Project Manager on behalf of the Owner. Conversely, the Project Manager may formally assign any of his/her duties specified in this agreement to the Design Professional.
- 1.4 The term "Bidder" used herein means a duly authorized firm that submits a bid directly to the Owner in response to this solicitation.
- 1.5 The term "Successful Bidder" means the lowest qualified, most responsible and most responsive Bidder who is awarded the contract by the City, on the basis of the Owner's evaluation.

1.6 The term "Contract Bidding Documents" includes the Legal Advertisement, the Instructions to Bidders, the Bid Schedule and the Contract Documents as defined in the Agreement. The term "Bidding Documents" shall be deemed to mean the same as and shall be used interchangeably with the terms "Contract Bidding Documents" and "Contract Documents".

1.7 The term "Bid" shall mean a **completed Bid Schedule, bound in the Contract Bidding Documents**, properly signed, providing the Owner a proposed cost for providing the services or Work required in the Contract Bidding Documents.

1.8 The term "Responsible bidder" means a person or firm who has submitted a bid and has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity facilities, equipment and credit which will ensure good-faith performance.

## **Section 2** **Preparation of Bids**

2. The bids must be submitted on the standard form herein furnished by the Owner (as contained in these Bidding Documents). The Bidder shall complete the bid in ink or by typewriter and shall sign the Bid correctly. The bid may be rejected if it contains any omission, alteration of form, conditional bid or irregularities of any kind. Bids must be submitted in sealed envelopes, marked with **City Hall Annex Second Floor Reconfiguration #2023-0014 and Bid opening Date and Time as it is stated in the Legal Notice, and shall be addressed to the City of Marco Island, City Clerk, 50 Bald Eagle Drive, Marco Island, Florida 34145**. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another sealed envelope addressed as above. Bids received **at the location specified herein** after the time specified for Bid opening will be returned to the Bidder unopened and shall not be considered.

**One (1) original and one (1) copy of the bid documents are to be submitted.**

## **Section 3** **Bid Deposit Requirements**

3.1 No Bid shall be considered or accepted unless at the time of Bid filing the same shall be accompanied by a cashier's check, a cash bond posted with the City of Marco Island, a certified check payable to Owner on some bank or trust company located in the State of Florida insured by the Federal Deposit Insurance Corporation, or Bid Bond, in an amount not less than 5% of **the bidder's maximum possible award (base bid plus all add alternates)** (collectively referred to herein as the "Bid Deposit"). The Bid Deposit shall be retained by Owner as liquidated damages if the Successful Bidder fails to execute and deliver to the City the Agreement, or fails to deliver the required Performance and Payment Bonds or Certificates of Insurance, all within ten (10) calendar days after receipt of the Notice of Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to Owner upon said bond. Bid Deposits of the three (3) lowest Bidders shall be held until the Agreement has been executed by the Successful Bidder and same has been delivered to Owner together with the required bonds and insurance, after which all three (3) Bid Deposits shall be returned to the respective Bidders. All other Bid Deposits shall be released within ten (10) working days of the Bid Opening. No Bid including alternates shall be withdrawn within one hundred and twenty (120) days after the public opening thereof. If a Bid is not accepted within said time period, it shall be deemed rejected and the Bid Deposit shall be returned to Bidder. In the event that the Owner awards the contract prior to the expiration of the 120-day period without selecting

any or all alternates, the Owner shall retain the right to subsequently award said alternates at a later time but no later than 120 days from the contract award date.

3.2 The Successful Bidder shall execute a minimum of two (2) originals of the Agreement and deliver same to Owner within the time period noted above. The Owner shall subsequently execute same and will return one fully executed original of the Agreement to Successful Bidder within thirty (30) working days after receipt of the executed Agreement from Successful Bidder unless any governmental agency having funding control over the Project requires additional time, in which event the Owner shall have such additional time to execute the Agreement as may be reasonably necessary.

**Section 4**  
**Right to Reject Proposals**

4.1 In accordance with State law and City ordinances, the City reserves the right to reject bids for administrative, including contractor responsiveness and/or contractor responsibility, or budgetary reasons, unbalanced bids, reject any individual bid that does not conform to the intent and purpose of the Contract Bidding Documents, bid from any person or entity that has failed or is failing to properly perform similar work for the City, failed to satisfy claims on previous or current contracts with the City, or has previously failed to perform properly or complete, on time, contracts of a similar nature. The prospective contractors shall be aware that performance as a prime contractor or subcontractor on previous or current City contracts or any current or past (within last 5 years) litigation against the City might be taken into account in evaluating proposals received for this contract. Furthermore, the City reserves the right to postpone award of the contract for a period of time which shall not extend beyond 120 calendar days from the bid opening date. The Owner reserves the right to waive formalities and negotiate directly with the apparent lowest and most qualified Bidder to correct obvious errors in the bid, to adjust bid amounts as required to correct obvious defects in the original bid and to make other adjustments to the bid or scope of work which is in the best interest of the City.

**Section 5**  
**Signing of Bids**

5.1 Bids submitted by a corporation must be executed in the corporate name by the president, a vice president, or duly authorized representative. The corporate address and state of incorporation must be shown below the signature.

5.2 Bid proposals by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

5.3 If Bidder is an individual, its signature shall be inscribed.

5.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the Bid.

5.5 All Bids shall have names typed or printed below all signatures.

5.6 All Bids shall state the Bidder's contractor license number as well as the type of license.

5.7 Failure to follow the provisions of this section shall be grounds for rejecting the Bid as irregular or unauthorized.

5.8 Joint Ventures are generally not allowed to bid.

**Section 6**  
**Withdrawal of Proposals**

6.1 Any Bid may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for

the opening of Bids, provided that the withdrawal is requested in writing, properly executed by the Bidder and received by Owner prior to Bid Opening. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid prior to the time specified for Bid opening.

## **Section 7** **Late Bids**

7.1 No Bid shall be accepted if it is submitted and received after the time specified in the Legal Advertisement. The time clock to be used to determine the time of day at any moment and the specified time for the Bid opening shall be that instrument owned or used by the Owner for the designated Project Bid. For the purposes of the designated Project Bid opening, the Owner's time clock shall be assumed to be correct and accurate.

## **Section 8** **Interpretation of Contract Documents**

8.1 No interpretation of the meaning of the plans, specifications or other Bidding Documents shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing, addressed to the Purchasing and Risk Manager, to be given consideration. Any and all such interpretations and supplemental instructions shall be in the form of written **addendum** which, if issued, shall be **posted on [www.demandstar.com](http://www.demandstar.com)**. Such written addenda shall be binding on Bidder and shall become a part of the Bidding Documents.

8.1 It shall be the responsibility of each Bidder to ascertain, prior to submitting its Bid, that it has received all addenda issued and it shall acknowledge same in its Bid. If a bid or proposal has been submitted prior to the receipt of the final addendum, a revised copy of the Form C-1 Declaration Statement indicating acknowledgement of receipt of that addendum or a request for withdrawal of the proposal can be emailed to the and Risk Manager. That email must be received prior to the date and time of the advertised bid opening.

8.2 Attendance by all bidders at the Pre-Bid Conference, if so scheduled, may be mandatory or non-mandatory. If a bidder has not attended a mandatory Pre-Bid Conference, his bid may be disqualified unless there have been extenuating circumstances for which the Purchasing and Risk Manager has been made aware and the bidder has made arrangements to obtain information presented and discussed in the Pre-bid meeting. If it is the decision of City Staff that the submitted proposal has adequately addressed those issues, they may declare the proposal qualified to participate in the bid process. It is the responsibility of the bidder to make the Purchasing and Risk Manager aware of the circumstances surrounding the missed meeting prior to submittal of the bid.

8.3 The City reserves the right to formally amend and/ or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/ clarification shall be in writing and shall be posted on **[www.demandstar.com](http://www.demandstar.com)** .

## **Section 9** **Examination of Site and Contract Documents**

9.1 By executing and submitting its Bid, each Bidder certifies that it has:

- a. Examined all Contract Bidding Documents and Contract Documents thoroughly;
- b. Visited the site to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- d. Correlated all of its observations with the requirements of the Contract Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Contract Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Bidder, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

9.2 The Owner will make copies of surveys and reports, if so performed, in conjunction with this Project available to any Bidder requesting them at cost. However, the Owner does not and shall not warrant or represent to any Bidder either the completeness or accuracy of any such surveys and reports. **Before submitting its Bid, each Bidder shall, at its own expense, make such additional surveys and investigations as may be necessary to determine its Bid price for the performance of the Work within the terms of the Bidding Documents.**

## **Section 10** **Material Requirements**

10.1 It is the intention of these Bidding Documents for Bidders to identify standard materials proposed for this Project. When space is provided on the Bid Schedule, Bidders shall specify the materials which they propose to use in the Project. The Owner may declare any Bid non-responsive or irregular if such materials are not specifically named by Bidder.

10.2 To enable the Owner to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Contractor will evaluate the list of material to recommend which items the Owner should directly purchase. The Owner will either accept or reject the recommendations and purchases will be made accordingly.

## **Section 11. Bid Quantities**

11.1 Quantities given in the Bid Schedule, while estimated from the best information available, are approximate only. Payment for unit price items shall be based on the actual number of approved units installed for the Work. Bids shall be compared on the basis of number of units stated in the Bid Schedule as set forth in the Bidding Documents. Said unit prices shall be multiplied by the bid quantities for the total Bid price. Any Bid not conforming to this requirement may be rejected. Special attention by all Bidders is called to this provision, for should conditions make it necessary or prudent to revise the unit quantities, the unit prices will be fixed for such increased or decreased quantities. Compensation for such additive or subtractive changes in the quantities shall be made at the unit prices in the Bid. Subsequent to the issuance of a Notice to Proceed, the Project Manager shall have the discretion to re-negotiate any unit price(s) where the actual quantity varies by more than plus or minus 25% from the estimate at the time of bid.

## **Section 12** **Award of Contract and Protest Procedures**



12.1 Bid award selection criteria is as follows:

- a. All questions on the Proposal page shall be answered as to price(s), timing requirements, prompt payment terms (discounts), required document submissions and acknowledgement of addenda received.
- b. Award shall be based upon price submittals and adequate responses to all questions on the Proposal page.
- c. Further consideration will include, but not limited to, references, completeness of bid response, and past performances on other City bids/ projects.
- d. Prices will be read in public exactly as written on the Proposal page at the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Likewise, obvious errors in the unit prices must be resolved and corrected. The bid price is then recalculated and entered as the official bid. No other price adjustments are allowed.

The City reserves the right to:

- a. Evaluate the current capacity of the low bidder to perform the size and scope of work specified in the contract bidding documents.
- b. Use previous performance on similar job(s) for the City as a factor in the selection of the bidder.
- c. To negotiate with the apparent lowest and most qualified bidder to correct obvious defects in the original bid.
- d. To waive defects in the form of bid or to waive formalities and negotiate with the apparent lowest and most qualified bidder to such extent as may be necessary to satisfy the intent and requirements of the City's project.
- e. Reject any and all bids as may be in the best interest of the City.

Award of contract shall be made to the lowest, most responsive, responsible and most qualified Bidder determined on the basis of the entire Bid and the Owner's investigations of the Bidder. When the contract is awarded by Owner, such award shall be evidenced by a Notice of Award, signed by the Purchasing and Risk Manager of Owner and delivered to the intended awardee or mailed to awardee at the business address shown in the Bid.

Any prospective bidder who desires to protest any aspect(s) or provision(s) of the bid invitation shall file his protest with the City Manager in writing prior to the time of the bid opening.

Award of contract shall be made in a manner consistent with the City's Purchasing Policy. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the City Manager within three (3) calendar days (excluding weekends and City holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest.

### **Section 13** **Sales Tax**

13.1 The City of Marco Island, Florida as a political subdivision of the State of Florida is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. All successful

bidders will be provided a copy of City of Marco Island's Certificate of Exemption (#85-8012632062C-5) upon contract award. Corporations, Individuals and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the City. By submittal of a properly executed response to a Bid Proposal from the City of Marco Island, Florida the Bidder is acknowledging that it is aware of its statutory responsibilities for sales tax under Chapter 212, Florida Statutes. The City of Marco Island is also exempt from most Federal excise taxes. By submittal of a properly executed response to a Bid Proposal from the City of Marco Island, Florida, the Bidder is acknowledging that it is aware of its responsibilities for Federal excise taxes.

#### **Section 14** **Exclusion of City Permits in Bid Prices**

14.1 The successful bidder shall be responsible for procuring and paying for all necessary permits not procured or obtained by the City of Marco Island pursuant to the prosecution of the Work. For example, the successful bidder will be required to obtain City permits for electrical hook-ups for field construction offices, material and equipment storage compounds, rock blasting activities, and similar activities attendant to the contractor's operations in performance of the Work.

14.2 **Costs for permits issued by the City will be reimbursed.** The Contractor shall include a line item for City Permits in the first pay request and attach a copy of the permit paid receipt. No additional mark-up of that fee is to be included

#### **Section 15** **Offer Extended to Other Governmental Entities**

15.1 Offer Extended to Other Governmental Entities: The City of Marco Island encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

#### **Section 16** **Employment of Unauthorized Alien Workers**

16.1 The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

# C. BID DOCUMENTS

## C1: BID PROPOSAL City Hall Annex Second Floor Reconfiguration ITB 2023-014

Full Name of Bidder \_\_\_\_\_

Main Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

Email is considered to be a valid and accepted manner of communications between the City and the Bidder.

State Contractor’s License # \_\_\_\_\_ Type: \_\_\_\_\_

To: CITY MANAGER, CITY OF MARCO ISLAND, FLORIDA  
(hereinafter called the Owner)

The undersigned as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion and fraud with any other person, firm or corporation; and that it has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications. Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Contractor’s Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder proposes, and agrees if this Proposal is accepted, to contract with the Owner in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary supervision, project management, maintenance of traffic, machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work. Bidder agrees to furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the Owner as therein set forth; to furnish the Contractor’s Bonds and Insurance specified in the Contract Bidding Documents; and to do all other things required of the Contractor by the Contract Documents. Bidder guarantees the foregoing for due compensation and agrees that it will take full payment of the sums set forth in the following Bid Schedule.

ADDITIONAL CONTRACTOR INFORMATION

**I. Contact for inquiries regarding this Bid:**

Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

**II. Additional Company Information**

Company's Primary Area(s) of Expertise:

\_\_\_\_\_

Type of Company: \_\_\_\_\_ Sole Proprietorship: \_\_\_\_\_ Corporation: \_\_\_\_\_

Partnership Date Formed: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Federal Tax I.D. # \_\_\_\_\_

Contractor License(s): complete as applicable

Marco Island Building Services Registration # \_\_\_\_\_

State License # \_\_\_\_\_ Expiration date \_\_\_\_\_

Collier County License # \_\_\_\_\_ Expiration date \_\_\_\_\_

Has the company operated under any other names in the past five years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, give name(s): \_\_\_\_\_

\_\_\_\_\_

Does the company have offices, plants or warehouses in any other location? \_\_\_ Y \_\_\_ N

If yes, list addresses: \_\_\_\_\_

Bonding Capacity

Single bonding limit \$ \_\_\_\_\_ Aggregate Limit \$ \_\_\_\_\_

Bonding Company Name & Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has your company or any of its key people been a party to a bankruptcy or reorganization proceeding?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, date \_\_\_\_\_

During the past five years have any subcontractors or suppliers filed any liens against you?

Yes \_\_\_\_ No \_\_\_\_ If yes, give details of any liens over \$5,000. Please provide details in attachment

Have you ever failed to complete a contract, been defaulted, or had a contract terminated?

Yes \_\_\_\_ No \_\_\_\_ If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been involved in any lawsuits arising from construction projects?

Yes \_\_\_\_ No \_\_\_\_ If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of any labor laws?

Yes \_\_\_\_ No \_\_\_\_ If yes, please provide details in attachment.

In the past five years, has your company or any of its key people been investigated for or found to have committed a violation of state, federal or local environmental protection laws?

Yes \_\_\_\_ No \_\_\_\_ If yes, please provide details in attachment.

I HEREBY CERTIFY BEING FIRST DULY SWORN THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT

COMPANY NAME \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

My Commission Expires:

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

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: \_\_\_\_\_

Commission No.: \_\_\_\_\_

## C2: BID SCHEDULE SUMMARY

### City Hall Annex Second Floor Reconfiguration ITB 2023-014

BASE BID			
	Description	Unit	Total
1.	Mobilization and demobilization including, but not limited to cost of bonds and required insurance, equipment delivery and recovery, materials delivery, debris removal and final disposal, permit fees, etc.	LS	\$
2.	Demolition and disposal of existing interior office and other area materials including interior partitions, flooring, doors, casework, plumbing, mechanical, electrical, suspended ceilings, etc.	LS	\$
3.	Interior renovation including but not limited to new partitions, ceilings, doors with hardware, flooring, painting, appliances, cabinetry, etc.	LS	\$
4.	Furnish and install new plumbing including but not limited to connections to existing plumbing as specified.	LS	\$
5.	Furnish and install new electrical components including interior electrical components and adjusting electric metering of the building as specified.	LS	\$
6.	Provide, install, and commission a new variable refrigerant flow HVAC system with corrosion protection including, but not limited to, indoor air handler units, outdoor condensing units, ductwork, connections, and control/monitoring system as indicated on the drawings.	LS	\$
7.	SUBTOTAL (Items No. 1 through 6)	Subtotal	\$
8.	Allowance: LCEC service request and inspection fees	Allowance	\$10,000.00
9.	Owner's Contingency (Approval at OWNER's Discretion)*	Allowance	\$80,000.00
<b>Total Amount Base Bid (Add Items No. 7, 8 &amp; 9)</b>			<b>\$</b>

\* Work considered contingency will be requested by Owner. Contractor must submit detailed cost proposal for contingency work and Owner must approve in writing prior to the Contractor ordering materials or starting any work related to contingency.

**THIS IS A LUMP SUM BID INCLUSIVE OF ALL ITEMS IN THE CONTRACT DOCUMENTS. ITEMS NOT SPECIFICALLY LISTED ABOVE SHALL BE INCIDENTAL TO CORRESPONDING ITEMS AND INCLUDED IN TOTAL CONTRACT PRICE (TOTAL BASE BID MINUS CONTINGENCY). BIDDERS MUST BE READY TO SUBMIT A DETAILED BID SCHEDULE BREAKDOWN WHEN REQUESTED BY THE CITY, BEFORE OR AFTER THE AWARD OF CONTRACT AND PRIOR TO FIRST PAY REQUEST.**

Written Amount (GRAND TOTAL BID PRICE): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/2023

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

**C3: MATERIAL MANUFACTURERS**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

The Bidder is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by Engineer, Bidder shall furnish the manufacturer named in the specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list. THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE.

Bidder must retain, and, be able to submit, copies of quotes received by material suppliers should the City decides to direct purchase any materials.

<u>MATERIAL</u>	<u>MANUFACTURER</u>	<b>Candidate for Direct Purchase*</b>	
		<b><u>Yes</u></b>	<b><u>No</u></b>
1. _____	_____	___	___
2. _____	_____	___	___
3. _____	_____	___	___
4. _____	_____	___	___
5. _____	_____	___	___
6. _____	_____	___	___
7. _____	_____	___	___
8. _____	_____	___	___
9. _____	_____	___	___
10. _____	_____	___	___

Dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Bidder \_\_\_\_\_

BY: \_\_\_\_\_

*Written quotes used to prepare bid must be made available to the City upon request*

**C4: LIST OF SUBCONTRACTORS**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

The undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the Project Manager. The undersigned further acknowledges its responsibility for ensuring that the subcontractors listed herein meet all legal requirements applicable to and necessitated by this Agreement, including, but not limited to proper licenses, certifications, registrations and insurance coverage. The City reserves the right to disqualify any bidder who includes non-compliant subcontractors in his bid offer. The bidder shall provide evidence that the subcontractor has agreed to provide the class of work as indicated on this form if so requested by the City. Failure to provide this evidence, if requested, may result in the disqualification of the bid. Further, the City may direct the bidder/contractor to remove/replace any subcontractor that is found to be non-compliant with this requirement subsequent to award of the contract at no additional cost to the City. THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed). Bidder must be prepared to provide documentation demonstrating agreement of the subcontractor to participate in the bid.

Subcontractor and Address

Class of Work to be Performed

- |    |  |  |
|----|--|--|
| 1. |  |  |
|    |  |  |
| 2. |  |  |
|    |  |  |
| 3. |  |  |
|    |  |  |
| 4. |  |  |
|    |  |  |
| 5. |  |  |
|    |  |  |

Total % of Work to be performed by subcontractors- \_\_\_\_\_ %

Dated \_\_\_\_\_  
Bidder \_\_\_\_\_

BY: \_\_\_\_\_



**C5: STATEMENT OF EXPERIENCE OF BIDDER**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

The Bidder is required to state below what work of similar type and magnitude is a judge of its experience, skill and business standing and of its ability to conduct the work as completely and as rapidly as required under the terms of the contract.

Please list at least five projects and only projects that you have completed within the last 5 years or are currently working on. Florida references only.

Project Name	_____
Description of Work	_____ _____
Location	_____
Year 20__	Contract Price \$_____
Contact Name	_____
Title & Name of Firm	_____
Phone No.	_____
Email:	_____

Project Name	_____
Description of Work	_____ _____
Location	_____
Year 20__	Contract Price \$_____
Contact Name	_____
Title & Name of Firm	_____
Phone No.	_____
Email:	_____

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

Project Name \_\_\_\_\_  
Description of Work \_\_\_\_\_  
\_\_\_\_\_  
Location \_\_\_\_\_  
Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_  
Title & Name of Firm \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email: \_\_\_\_\_

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

Description of Work  
 \_\_\_\_\_  
 \_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

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

Description of Work  
 \_\_\_\_\_  
 \_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

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

Description of Work  
 \_\_\_\_\_  
 \_\_\_\_\_

Location \_\_\_\_\_

Year 20\_\_\_\_ Contract Price \$\_\_\_\_\_

Contact Name \_\_\_\_\_

Title & Name of Firm \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

**INSERT ADDITIONAL PAGES IF NECESSARY**

**C6: BID AGREEMENT**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

Upon receipt of written notice of the conditional acceptance of this Bid, Bidder will execute the formal Contract attached within 10 calendar days and deliver the Surety Bond or Bonds and Insurance as required by the Contract Documents. The attached bid security (5% of Bid) in the sum of: \_\_\_\_\_dollars (\$\_\_\_\_\_) shall become the property of the Owner in the event the Contract, Insurance and Bonds are not executed within the time above set forth for the delay and additional expense to the Owner.

If awarded a contract under this Proposal, the undersigned proposes to commence work at the site on the Commencement Date stipulated in the written Notice to Proceed unless the Project Manager, in writing, subsequently notifies the Contractor of a modified (later) Commencement Date. The undersigned further agrees to substantially complete all work covered by this Proposal within **180** consecutive calendar days, and to fully complete all work in its entirety, including final acceptance, within **210** calendar days from and including the Commencement Date. The term "substantially complete" means a level of completion in compliance with the Contract Documents as certified in writing by Owner's Project Manager and recommended by the Engineer such that Owner has beneficial use of the Project and can operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion.

\_\_\_\_\_, being first duly sworn on oath deposes and says that the Bidder on the above Proposal is organized as indicated and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

\_\_\_\_\_, also deposes and says that it has examined and carefully prepared its Bid Proposal from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its officers are as follows:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Manager \_\_\_\_\_

(Corporate Seal)

**(b) Co-Partnership**

The Bidder is a co-partnership consisting of individual partners whose full names are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The co-partnership does business under the legal name of:

\_\_\_\_\_

**(c) Individual**

The Bidder is an individual whose full name is \_\_\_\_\_, and if operating under a trade name, said trade name is \_\_\_\_\_.

DATED \_\_\_\_\_

\_\_\_\_\_  
Legal entity

BY: \_\_\_\_\_  
Name of Bidder (Typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

[Corporate Seal]

**C7: BID BOND**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(hereinafter called the Principal), and \_\_\_\_\_, (herein  
called the Surety), a corporation chartered and existing under the laws of the State of  
\_\_\_\_\_ with it principal offices in the city of \_\_\_\_\_ and  
authorized to do business in the State of \_\_\_\_\_ are held and firmly bound unto the **City  
of Marco Island** (hereinafter called the Owner) in the full and just sum of \_\_\_\_\_  
dollars (\$\_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand  
of the Owner, to which payment well and truly to be made, the Principal and the Surety bind themselves,  
their heirs, and executors, administrators, and assigns, jointly and severally and firmly by these presents.

Whereas, the Principal is about to submit, or has submitted to the Owner, a proposal for  
furnishing all labor, materials, equipment, and incidentals necessary to perform:

*City Hall Annex Second Floor Reconfiguration*

NOW, THEREFORE, The conditions of this obligation are such that if the Proposal be accepted,  
the Principal shall, within ten days after the date of a written Notice of Award, execute a Contract in  
accordance with the Proposal and upon the terms, conditions and price(s) set forth therein, of the form  
and manner required by the Owner, and execute a sufficient and satisfactory Contract Performance  
Bond and Payment Bond payable to the Owner, in an amount of 100 Percent of the total Contract price  
each in form and with security satisfactory to the said Owner, then this obligation to be void; otherwise  
to be and remain in full force and virtue in the law; and the Surety shall, upon failure of the Principal  
to comply with any or all of the foregoing requirements within the time specified above, immediately  
pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the  
United States of America, not as a penalty but as liquidated damages.

IN TESTIMONY Thereof, the Principal and Surety have caused these presents to be duly signed  
and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ Principal  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
Surety  
\_\_\_\_\_  
(Seal)

Countersigned \_\_\_\_\_

Local Resident Producing Agent for \_\_\_\_\_

**C8: NON-COLLUSION CERTIFICATION**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents may make the bid non-responsive and not eligible for award consideration.

(Contractor/ Architect/Engineer's Signature)

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and title of Authorized Signee

\_\_\_\_\_  
Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**



**C9: PUBLIC ENTITY CRIMES**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

**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 **#2023-014** for **City Hall Annex Second Floor Reconfiguration**

**2.** This sworn statement is submitted by \_\_\_\_\_  
(name of entity submitting sworn statement) whose business address is \_\_\_\_\_  
\_\_\_\_\_ 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 entity named (please print name of individual signing) above is \_\_\_\_\_.

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

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

**6.** I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

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

been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_ Neither the entity submitting this sworn statement, nor any 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 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.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the 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 PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

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

\_\_\_\_\_  
(Date)

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person making statement) who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Affix seal here

Notary Public signature: \_\_\_\_\_

\_\_\_\_\_

# **C10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

## **City Hall Annex Second Floor Reconfiguration ITB 2023-014**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant’s Responsibilities).

“The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

\_\_\_\_\_

Date \_\_\_\_\_

Contractor/ Architect/Engineer’s Signature

\_\_\_\_\_

Name and title of Authorized Signee

\_\_\_\_\_

Name of Corporation, Partnership, Trust, Etc.

**C11: EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer's Signature)

\_\_\_\_\_

Date

\_\_\_\_\_

Name and title of Authorized Signee

\_\_\_\_\_

Name of Corporation, Partnership, Trust, Etc.

# C12: CONFLICT OF INTEREST DISCLOSURE FORM

## City Hall Annex Second Floor Reconfiguration

### ITB 2023-014

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official’s private interests and public duties or which will impede the full and faithful discharge of the official’s public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

**To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.**

**The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.**

---

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

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# C13: FLORIDA TRENCH SAFETY ACT STATEMENT

## City Hall Annex Second Floor Reconfiguration ITB 2023-014

### SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with bid proposal **#2023-014** for *City Hall Annex Second Floor Reconfiguration*
2. This Sworn Statement is **submitted by** \_\_\_\_\_  
(name of entity submitting sworn statement), **hereinafter "BIDDER". The BIDDER'S business address is:** \_\_\_\_\_  
**BIDDER'S Federal Employer Identification Number (FEIN) is** \_\_\_\_\_.
3. My name is \_\_\_\_\_ (print name of individual signing) and my relationship to the BIDDER is \_\_\_\_\_  
(position or title) of/for the BIDDER. I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.
4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within **Trench Safety Act** (refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s)). Reference to and compliance with the applicable Florida Statute(s) and/or OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.
5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards and agrees to indemnify, defend and hold harmless the OWNER and ENGINEER, and any of their agents or employees, from any claims arising from the failure of the BIDDER to identify applicable standards or to comply with said standards. As specific consideration for the indemnification above, the OWNER agrees to give the BIDDER twenty-five dollars (\$25.00), which the OWNER agrees is paid on behalf of all parties indemnified hereinabove.
6. The BIDDER has allocated and included in its bid the total amount of \$ \_\_\_\_\_ based on the linear feet of trench to be excavated over 5 feet deep, for compliance with the applicable Trench Safety Standards and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: *City Hall Annex Second Floor Reconfiguration*

The determination of the appropriate method(s) of compliance is the complete and sole

responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

- 7. The BIDDER has allocated and included in its bid the total amount of \$\_\_\_\_\_ based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: *City Hall Annex Second Floor Reconfiguration*

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the Excavation Contractor. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the trench safety standards.

- 8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER:

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position or Title)

\_\_\_\_\_  
(Date)

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person making statement) who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Affix seal here

Notary Public signature: \_\_\_\_\_



**FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT**

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes. Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

	Trench Safety	Units of	Quantity	Unit	Extended
	(Description)	(LF SY)		Cost	Cost

TOTAL: \_\_\_\_\_

**C14: SAFETY CERTIFICATION**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

**CONTRACTOR SAFETY CERTIFICATION**

**As safety is top priority at the City of Marco Island. A Contractor Safety Program has been developed and implemented. This program applies to anyone working on facility property, or on the premises in connection with such work. Compliance by each contractor is required. The following information is provided to assist the contractor in training its employees to work in accordance with City of Marco Island Health & Safety Standards. Each contractor is expected to make all of its employees aware of the following material and to assure compliance therewith:**

- |                                 |                                  |
|---------------------------------|----------------------------------|
| Hazard Communication Program    | Chemical Safety                  |
| Confined Space Entry Procedures | Electrical Safety                |
| Lock out/Tag out Procedures     | Health & Safety Rules            |
| Excavation Safety Procedures    | Trenching and Shoring Procedures |
| Personal Protective Equipment   | Housekeeping Procedures          |

**Guidelines have been established for progressive discipline for safety violations. In the event of an unsafe act, City of Marco Island will initiate the steps listed below:**

- 1<sup>st</sup> Violation** – Verbal warning to contractor’s authorized representative on site
- 2<sup>nd</sup> Violation** – Meeting with contractor’s company manager
- 3<sup>rd</sup> Violation** – Written notice to contractor
- 4<sup>th</sup> Violation** – Termination of Contract

**The contractor will also be subjected to random inspections by a City of Marco Island representative to confirm that all workers are aware of their safety and our policy. City of Marco Island does not guarantee that any inspections will occur, and the Contractor remains solely responsible for assuring awareness and compliance by the Contractor’s employees. The Contractor agrees to arrange for supervision of its employees and agents to assure compliance with all applicable Federal, State and City of Marco Island safety requirements.**

**Please sign and return this document signifying that you have received it and agree to follow all applicable Federal, State, and City of Marco Island safety requirements.**

Contractor/Company Name: \_\_\_\_\_  
(Please Print)

Contractor/Company Representative Name: \_\_\_\_\_  
(Please Print)

Contractor/Company Representative Title: \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**C15: ASBESTOS WORK PLAN**  
**City Hall Annex Second Floor Reconfiguration**  
**ITB 2023-014**

**REPAIR, REMOVAL AND MAINTENANCE OF ASBESTOS-CONTAINING CEMENTITIOUS PIPES**  
**(April 20, 2010)**

**ASBESTOS WORK PLAN**

The following work plan is for the repair, removal and maintenance of asbestos cement pipe (AC). This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project. The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement process.

**GENERAL**

The City of Marco Island, shall employ the Contractor, for the purpose of repair, removal and maintenance of AC pipe.

**INDEMNITY** The Contractor shall indemnify, defend and save the Owner harmless 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 of the Contractor and persons employed or utilized by the Contractor in the performance of the work associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing. The monetary limitation on the extent of indemnification pursuant to this paragraph shall be \$ 1 million per occurrence.

The Contractor shall indemnify, defend and save the Owner harmless against all damages, losses, and claims resulting from the activities, or lack of activities associated with the project. The Contractor shall defend on behalf of the Owner, severally, or Owner and Contractor jointly, any claim or action for or arising out of the foregoing.

**REGULATIONS, CODES AND STANDARDS**

The Contractor shall comply with all regulations, codes and standards. These shall include, but are not limited to:

- 1 Title 29, Code of Federal Regulations, Section 1910.134 and 1926.1101. Occupational Safety and Health Administration (OSHA), US Department of Labor.
- 2 Title 40, Code of Federal Regulations, Part 61, Subparts A and M, National Emission Standards for Hazardous Air Pollutants. US Environmental Protection Agency (EPA).
- 3 State of Florida's Administrative Code 62-204.800. US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).
- 4 State of Florida, Chapter 62-257, Florida Administrative Code.
- 5 Florida Statutes, Chapter 469, Licensing Requirements (Exemptions 469.002)
- 6 State of Florida, City of Marco Island codes and ordinances as applicable.

**CONTRACTOR STAFFING**

1. All work will be supervised by a qualified individual meeting the requirements of a Competent Person\* and possessing the following minimum qualifications and training:

- a) Satisfactory completion of an Asbestos Abatement Project Supervisor course
  - Medical examination for respirator use

- Fit test for respirator type
- b) Training in the maintenance, repair and removal of AC pipe

\*A Competent Person, is capable of identifying existing asbestos hazards at the work place, determine if a Negative Exposure Assessment (NEA) exists, is qualified to train other workers, and has the authority to take prompt corrective measures to eliminate a hazardous exposure. In addition the competent person must be trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor.

2. Any direct contact with AC pipe will be performed by qualified workers possessing the following minimum qualifications and training:

- a) Satisfactory completion of an OSHA Class II Worker course \*\*
  - Medical examination for respirator use
  - Fit test for respirator type
- b) Training in the maintenance, repair and removal of AC pipe

\*\*Class II Training Requirements must be met for work involving building materials including roofing, flooring, siding materials, ceiling tiles or transite panels training shall include at a minimum the elements in paragraph 29 CFR 1926.1101 (k) (9)(iv)(A) and specific work practices and engineering controls set forth in paragraph (g). It shall include hands-on training and it is to be at least 8 hours in length.

Annual refresher course work is required. The length of time for the refresher training is not specified.

3. Personal Protective Equipment (PPE) for each worker will include hard hat, steel toed shoes, disposable protective clothing, respiratory protection and high visibility reflective vests. Respirators shall be fitted with a P-100 filtering cassette. (The use of disposable protective clothing, and respiratory protection will be determined by the establishment of a Negative Exposure Assessment and continual personnel air monitoring).

## **WORK PROCEDURES**

controlling Government Regulation:

### **OSHA's Construction Industry Standard for Occupational Exposure to Asbestos Subpart Z, 29 CFR 1926.1101 Asbestos.**

Work-Task Assumptions/Requirements of the Employer at Project Work-Site:

Prior to commencing the demolition and removal of the A-C pipe, the contractor has:

- (1) Determined by thorough inspection the existence and the extent of any ACM.
- (2) Given written notice to appropriate governmental agency at the beginning of abatement activity.
- (3) Conducted an Initial Exposure Assessment (IEA) test plan or baseline report, which complies with the criteria in Paragraph (f)(2)(iii) of the above referenced controlling government regulations (section), and which demonstrates that the employees' exposure to airborne asbestos fibers during removal of the Asbestos-Cement (A-C) pipe is expected to be consistently below the Permissible Exposure Levels (PELs) i.e... exposure must be less than 0.1 fiber/cubic centimeter (cc) of air for an eight (8) hour time-weighted average limit (TWA), and less than 1.0 fiber/cc of air as averaged over a sampling period of thirty (30) minutes, all as determined by the method prescribed in Appendix A to the referenced section, or by an equivalent method, and therefore, the employer intends to do the A- C pipe removal through the use of Negative Exposure Assessments (NEAs).

Procedures for Removal of Asbestos-Cements (A-C) Pipe, Also Commonly Referred to as Transite Pipe. This work activity is identified as a Class II asbestos removal activity by OSHA's Subpart Z, 29 CFR 1926.1101, with the A-C pipe removal is being done utilizing a valid Negative Exposure Assessment (NEA).

### **Preparation**

Establish a regulated work area (RWA) using barricade tape.

- Provide a hand/face wash station at the entry point to the RWA.
- Post asbestos-warning signs at the RWA entry point.

- Establish a waste load-out area attached to the RWA.
- Once an RWA is established and work begins, no access should be permitted without the required personal protective equipment.
- Prior to commencing work a ten day NESHAP notification (DEP Form 62-257 .900(1) Effective 10-12-08) must be submitted the Florida Department of Environmental Protection (FDEP) office located at the following address:

FDEPAir Resource Management  
2295 Victoria Avenue, Ste 364  
P.O. Box 2549  
Fort Myers, Florida 33902-2549

**The form can be accessed online at:**

[http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62\\_257\\_900\(1\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/dep62_257_900(1).pdf) Air Monitoring and Sampling of Exposure to Airborne Asbestos Fibers:

< As the work begins the competent person (or third party consultant) must conduct and record objective data to confirm the Initial Exposure Assessment (IEA), and that the specific job-site work activity confirms the findings of the IEA, and that the PELs are not being exceeded for this work activity.

**Excavation:**

- < Machine excavate to expose A-C pipe.
- < Hand excavate areas under pipe where cuts/breaks are planned.
- < Excavation operations should be carefully executed so that pipe damage does not occur prior to removal.

**Abandonment of AC Pipes**

< AC pipes can be abandoned in-place. The procedure for abandonment of pipes in place includes filling the section of pipe with a grout/cement slurry. The location of the pipes should be recorded on the master drawing of the right-of -way.

< At no time will bursting, crushing, grinding or pulverizing of the AC pipe be conducted.

**AC Pipe Removal:**

All pipe cutting or breaking operations require adequate wetting with potable water to prevent A-C materials from being crumbled by hand pressure and to keep the asbestos fibers from becoming air- borne (friable).

- < Plan pipe cuts/breaks as necessary to accommodate the size/weight of pipe being removed.
- < Use a hammer or wheel-type pipe cutter (or equivalent tool) to make the initial cut and drain the pipe of residual liquids. If gas powered cutters are to be used, they should be connected to a HEPA filtered vacuum and used in a manner that will not create elevated airborne fibers. If a gas-powered cutter is utilized that is not connected to a HEPA filtration system, the work area should be contained to prevent the release of airborne fibers. In addition, a sufficient supply of water shall be applied to the cut point to further prohibit the release of asbestos fibers. A layer of 6 mil polyethylene should be placed beneath the cut point to contain the debris that will be generated. The debris shall be collected and treated as asbestos- containing waste.
- < Remove pipe sections at joint collars by breaking them with a sledgehammer or cutting them with a wheel-type pipe cutter (soil-pipe cutter).
- < Where pipe re-connection is required, trim pipe ends in a manner that will not cause asbestos fibers to become airborne. Any debris that is generated shall be collected and treated as asbestos- containing waste.
- < When applicable, remove pipe sections from trench in an "intact" condition. Wet and containerize waste materials as you go. Using lifting straps and methods that do not damage the pipe remove the material from the trench.

< WASTE PIPES: The pipe should be placed in a leak tight waste container. An alternative option would be to wrap each section of pipe with two layers of 6 mil polyethylene. For both options water should be

applied to each section of pipe before it is contained.

< Identify A-C materials and stockpile the waste in a designated load-out area with the following label warnings: (The label must also identify the generator of the AC Pipe waste).

**DANGER Contains Asbestos Fibers  
Avoid Creating Dust  
Cancer and Lung Disease Hazard**

**Transportation of Asbestos Waste**

All asbestos-containing waste shall be transported to a class I landfill in leak tight containers. Each shipment must be properly marked with the following notation:

DANGER Contains Asbestos Fibers Avoid Creating Dust Cancer and Lung Disease Hazard

< All asbestos-containing waste shall be disposed of in a timely manner at a class I landfill. All waste must be disposed of within a 30 day period from the time of removal. A waste shipment record must be provided for each shipment.

References: Underground Contractors Association of Illinois Best Practices for Removing Asbestos Cement Pipe April 14, 2003

**Acknowledgement of Requirements:**

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

Firm: \_\_\_\_\_

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

**C16: CONTRACTOR & BUSINESS LICENSES**

**City Hall Annex Second Floor Reconfiguration  
ITB 2023-014**

**Attach copy of your contractor's and/or other business  
licenses at this location**

## C17: BIDDERS CHECK LIST

### City Hall Annex Second Floor Reconfiguration ITB 2023-014

The spaces are for your use to help you ensure you have completed or included all required forms. The signature at the bottom of this form is **REQUIRED** and indicates that you have been informed as to what forms must be included in your bid submittal. Failure to complete any one of these forms may result in your bid being disqualified.

NO.	FORM NAME	INSERTED
<b>C1</b>	BID PROPOSAL	
<b>C2</b>	BID SCHEDULE SUMMARY	
<b>C3</b>	MATERIAL MANUFACTURERS	
<b>C4</b>	LIST OF SUBCONTRACTORS	
<b>C5</b>	STATEMENT OF EXPERIENCE OF BIDDER	
<b>C6</b>	BID AGREEMENT	
<b>C7</b>	BID BOND	
<b>C8</b>	NON-COLLUSION CERTIFICATION	
<b>C9</b>	PUBLIC ENTITY CRIMES	
<b>C10</b>	CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	
<b>C11</b>	EMPLOYMENT OF UNAUTHORIZED ALIEN WORKERS	
<b>C12</b>	CONFLICT OF INTEREST DISCLOSURE FORM	
<b>C13</b>	FLORIDA TRENCH SAFETY ACT	
<b>C14</b>	SAFETY CERTIFICATION	
<b>C15</b>	ASBESTOS WORK PLAN	
<b>C16</b>	CONTRACTOR & BUSINESS LICENSES	
<b>C17</b>	BIDDER'S CHECKLIST	

ACTION	COMPLETED
The Bid has been signed	
Bid prices offered have been thoroughly reviewed and checked	
Price extensions and totals have been checked	
Any required drawings, descriptive literature, etc. have been included	
Bid bond or cashier's check has been included if required	
www.demandstar.com has been accessed and any addenda that has been issued has been downloaded and is being acknowledged on Form C1: Bid Proposal	



The mailing envelope must be addressed to:

**City Clerk  
City of Marco Island  
50 Bald Eagle Drive  
Marco Island, Florida 34145**

The mailing envelope must be sealed and marked with:

**Proposal for the City of Marco Island, Florida Project:**

**City Hall Annex Second Floor Reconfiguration**

**Number: 2023-014**

**Bid Opening Date: June 29, 2023**

**Bid Opening Time: 3:00 PM (EST)**

The bid will be mailed or delivered in time to be received no later than the specified opening date and time, otherwise bid cannot be considered.

**ALL COURIER-DELIVERED BIDS MUST HAVE BID DUE DATE AND NUMBER ON THE OUTSIDE OF THE COURIER PACKET**

---

Bidder Name (Printed)

---

Signature, Title and Date

**D. CONSTRUCTION AGREEMENT**  
**EXAMPLE ONLY-DO NOT COMPLETE**

THE CITY OF MARCO ISLAND, FLORIDA, (hereinafter defined as "Owner" or "City") hereby contracts with \*awardee\*, ("Contractor") to perform all work ("Work") in connection with New City Hall Annex Second Floor Reconfiguration as said Work is set forth in the requirements and specifications in the Contract Bidding Documents and other Contract Documents hereafter defined.

Owner and Contractor, for the consideration herein set forth, agree as follows:

**Section 1. Contract Documents.**

The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Instructions to Bidders, the Bid Schedule and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. All capitalized terms unless otherwise specifically set forth herein, shall have that definition as described in the General Terms and Conditions, attached hereto as Exhibit I. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project Site (as defined in Section 1.4 of Exhibit I General Terms & Conditions hereof) at all times during the performance of the Work.

Owner shall furnish to Contractor up to six (6) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

**Section 2. Scope of Work.**

Contractor agrees to furnish and pay for all management, maintenance of traffic, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by the Contract Documents.

**Section 3. Contract Amount.**

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement less any amount for direct purchased material including the sales tax that would have been paid by Contractor as per the direct material purchase process set forth in this section 3.

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

Amount in words: \_\_\_\_\_

**A. Assistance to Owner for Direct Purchases.** To enable Owner to realize savings of Sales Tax (as defined in Exhibit I hereof) on selected tangible personal property needed for this Project, Contractor will provide to Owner a list of all tangible personal property to be used in the Work, for selection as direct purchases. Contractor will evaluate the list to recommend which items Owner should directly purchase. Owner will either accept or reject Contractor's recommendations and purchases will be made accordingly.

**B. Direct Material Purchase Procedure.** Owner and Contractor will utilize and incorporate language into

Trade Contracts (as defined in Section 1.4 of Exhibit I General Terms & Conditions hereof) to implement the following:

- 1 Owner will provide Purchase Requisition Forms (as defined in Section 1.4 of Exhibit I General Terms & Conditions hereof) to Contractor.
- 2 Contractor will provide detailed scoping and pricing for the Purchase Order Requisitions (as defined in Section 1.4 of Exhibit I General Terms & Conditions hereof) in harmony with the Trade Contractors.
- 3 Purchase Order Requisitions will be routed to Owner's Purchasing Department (as defined in Section 1.5 of Exhibit I General Terms & Conditions hereof) for processing, with a copy to the Project Manager (as defined in Section 1.4 of Exhibit I General Terms & Conditions hereof).
- 4 Contractor will issue a deductive contract adjustment which will account for the value of the material and the Sales Tax as it pertains to Contractor's contract.
- 5 As the material is delivered to the Project Site, Contractor will approve the vendor's invoice for materials delivered. After Contractor accepts responsibility for this material, it will forward the invoice and receipt form to Owner's Project Manager who will review, approve, and forward the invoice to Accounts Payable (as defined in Section 1.4 of Exhibit I General Terms & Conditions hereof) for processing.
- 6 Owner will issue a check for the approved invoice amount and mail this check directly to the vendor. A copy of the check will be forwarded to Contractor to enable it to accurately track and summarize all Owner direct purchase payments.

**C. Indemnification.** Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Owner does hereby defend, hold harmless and indemnify Contractor from any and all liability for unpaid sales taxes which Contractor may suffer as a result of claims, demands, costs, interest, penalties or judgments against Contractor made by or in favor of the State of Florida on account of failure to pay Florida State Sales Taxes on materials purchased by Owner under this direct purchase procedure. Subject to the provisions and monetary limitations of Section 768.28 (5), Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Owner agrees to defend against any such claims or actions brought against Contractor whether rightfully or wrongfully brought or filed. Contractor agrees that it will promptly notify Owner of any such claim, demand, or action. Furthermore, Contractor expressly agrees that, if and when requested by Owner, it will enter into such amendments to this Agreement as Owner, upon consultation with its legal counsel, may deem necessary or useful to preserve or ensure its right under Florida law to the sales tax exemption contemplated by this subsection.

**D. Long Lead Time Procurement.** Prior to or immediately after Owner's and Contractor's agreement upon the GMP (as defined in Section 1.4 of Exhibit I General Terms & Conditions hereof) for the Work, early procurement items shall be identified by Contractor. Contractor shall provide for the procurement of such items having clearly established the value of such in his estimate submitted with the GMP proposal. When such items are to be fabricated and partially or totally paid for (whether by Owner or Contractor) prior to delivery of such items at the Project Site, Contractor shall verify the status of fabrication and require the supplier or manufacturer to provide a UCC Form #1 to establish and protect Owner's rights and privileges with regard to the item that has been purchased.

**E. Owner Furnished Items.** Owner may purchase certain items outside the scope of supply of this Agreement. The items generally are large items designed by an independent engineering firm or the engineering component of Contractor and an appropriate level of compensation was already paid by Owner for the engineering services. Contractor shall be paid an appropriate construction cost for the incorporation of said items into the overall project Contractor shall receive no fee, as described in Section 1.4 of Exhibit I General Terms & Conditions for these items.

#### **Section 4. Bonds.**

Contractor shall provide Performance and Payment Bonds, in the form prescribed in Exhibit A, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders

rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to Owner's approval.

**Section 5. Contract Time and Liquidated Damages**

Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the Project Manager. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project Site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The date for Substantial Completion (as hereinafter defined) of the Work shall be within **180** calendar days from the Commencement Date.

Owner and Contractor recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to achieve Substantial Completion of the Work within the time period noted above, Owner 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 Substantial 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 Owner'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, "Substantial Completion" shall be defined as a level of completion in compliance with the Contract Documents as certified in writing by Owner's Project Manager and recommended by the Engineer such that Owner has beneficial use of the Project and can operate the Project in all respects for its intended purpose. In the event the Work includes more than one Phase, Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase, including Final Completion. Contractor shall have **30** calendar days after the date of Substantial Completion (the "Final Completion Date") within which to complete all remaining Work required by the Contract Documents (the completion of all such Work, including any Work unfinished at the date of Substantial Completion, and the fulfillment of all requirements of the Contract Documents for Final Completion). Prior to Contractor requesting the Engineer and Owner to perform the Substantial Completion review, Contractor shall inspect the Project and prepare a list of all deficient and unfinished work. The list shall be submitted to Owner for review. At Substantial Completion, a Final Punch List will be prepared and provided to Contractor. The Final Punch List will contain a listing of all known remaining incomplete items of the Work, but is not to be considered by Contractor as a waiver by Owner of Contractor's obligation to complete all the Work in complete compliance with Contract Documents. If the Project is behind schedule, Owner may direct Contractor to expedite the Work at no additional cost to Owner by whatever means Contractor may use, including, without limitation, increasing manpower or working overtime to bring the Work back within the currently submitted and approved Progress Schedule.

**LIQUIDATED DAMAGES**

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

CONTRACT AMOUNT			DAILY CHARGE PER CALENDAR DAY
\$299,999 and under			\$980
\$300,000	But less than	\$ 2,000,000	\$1,699
\$2,000,000	But less than	\$5,000,000	\$2,650
\$5,000,000	But less than	\$10,000,000	\$3,819
\$10,000,000	But less than	\$20,000,000	\$4,687

\$20,000,000	But less than	\$40,000,000	\$7,625
\$40,000,000	And over		\$10,467 plus 0.00005 of any amount over \$40 million (Rounded to nearest whole dollar)

**Section 6. Audits and Public Records.**

**A. Audits.** Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Work outlined in this Agreement for at least four (4) years after the completion of Work pursuant to this Agreement. Owner reserves the right to audit the records of the Contractor related to the Work performed at any time during the execution of the Work and for a period of four (4) years after final payment for such Work is made.

**B. Public Records.** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Marco Island contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in its possession or control in connection with its performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the Owner and shall be delivered by Contractor to the Owner’s City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Owner in a format that is compatible with the Owner’s information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor’s failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the Owner.

**Section 119.0701(2)(a), Florida Statutes**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Public Records: CITY CLERK**  
**Mailing address: 50 Bald Eagle Drive, Marco Island, FL 34145**  
**Telephone number: 239-389-5010**  
**Email: publicrecords@cityofmarcoisland.com**

**Section 7. Anti-Lobbying.**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any

company or person other than a bona fide employee working solely for Contractor any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to cancel this Agreement without liability.

**Section 8. Exhibits Incorporated.**

The documents identified in the Table of Contents of these contract Bidding Documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

**Section 9. Modification.**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**Section 10. Successors and Assigns.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**Section 11. Governing Law, Jurisdiction and Venue.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action to enforce this Agreement shall be in Collier County, Florida.

**Section 12. Waiver.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**Section 13. Entire Agreement.**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**Section 14. Severability.**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**Section 15. Change Order Authorization.**

The City Manager shall have the authority on behalf of Owner to execute all change orders to the Agreement to the extent provided for under the Owner's Purchasing Policy and accompanying administrative procedures.

### **Section 16. Construction.**

Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.

### **Section 17. Order of Precedence**

In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Construction Agreement and the General Terms and Conditions shall take precedence over the terms of all other Contract Documents. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Construction Agreement and the General Terms and Conditions, the conflict shall be resolved by imposing the more strict obligation under the Contract Documents upon Contractor.

### **Section 18. Scrutinized Companies**

Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **Section 19. No Improper Use**

The Contractor will not use, nor cause or permit any employee or subcontractor to use or occupy in any manner whatsoever, City or private facilities or properties for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor the City, or its authorized representative, shall deem such conduct on the part of the Contractor to be objectionable or improper. Accordingly, the City shall have the right to suspend this Agreement with Contractor in full or in part. Should the Contractor fail to correct any noted violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operations during the suspension period until the violation has been corrected to the satisfaction of the City. The City reserves the right to immediately terminate this Agreement for the foregoing actions or inactions by the Contractor.

### **Section 20. Default**

An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis;
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- c. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver;
- d. Contractor has failed to obtain the approval of City where required by this Agreement;
- e. Contractor has refused or failed, except in the case for which an applicable extension of time is provided, to provide the Services as defined in this agreement;
- f. Contractor's refusal of re-inspection will result in terminating the Agreement immediately. No future work will be awarded.

In the event Contractor fails to comply with the provisions of this Agreement, the City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will be due only for any properly completed construction Services, minus any damages pursuant to Section 11.3. In the event payment has been made for such Services not completed, Contractor shall return these sums to the City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the City's right to terminate, at any time, pursuant to Section 12 below, and its right for damages under Section 11.3.

In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount actually expended by the City, including procurement and administrative costs.

The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City at law or in equity.

### **Section 21. No Discrimination**

The Contractor agrees not to discriminate against or upon employees or subcontractors as to race, sex, color, creed or national origin.

### **Section 22. Safety, Governmental Compliance and Hazardous Materials**

Contractor shall be responsible for safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Contractor in addition to its own standards shall comply will all safety policies and procedures initiated by Contractor for the Services, including Contractor's policy regarding drugs, alcohol and controlled substances, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Contractor shall immediately notify City of any injury to any of the Contractor's employees. Contractor shall require its personnel to attend any safety meetings the City might conduct and direct Contractor to attend.

Contractor agrees that in performing the Services, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful or hazardous manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the



site, or removed from the site, by Contractor's operations. The term "hazardous wastes, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled by any agency of the federal government or the applicable state or local agency having jurisdiction of such matters. In the event Contractor encounters material reasonably believed to be hazardous wastes, chemicals or substances, Contractor shall immediately stop work in the area affected and report such condition to City in writing. Contractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals and substances. Contractor shall be responsible for any and all claims and damages resulting from its use, handling, storage, removal and disposal of such hazardous wastes, chemicals or substances from the Project, and will indemnify, defend and hold City harmless from any and all liability associated with such use, handling, storage, removal and disposal including all associated attorney's fees and costs and costs of all cleanup operations wherever and whenever required by any governmental authority or City.

### **Section 23. Change Order Authorization**

The City Manager shall have the authority on behalf of Owner to execute all change orders to the Agreement to the extent provided for under the Owner's Purchasing Policy and accompanying administrative procedures.

### **Section 24. E-Verify**

Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non-compliant Contractors will be subject to contract sanctions, up to and including contract termination.

### **Section 25. Independent Contractor**

During the term of this Agreement, Contractor shall be an independent Contractor and not an employee of the City. Contractor is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the City, unless expressly authorized in writing by the City Manager or his designee. Contractor shall perform the Services at the request of the City Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Contractor. Unless expressly provided for otherwise in this Agreement, Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded City employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor or to any employee or agent of the Contractor. Contractor shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or Contractors of the Contractor, under its sole direction and not an employee, Contractor or agent of the City. Contractor is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

### **Section 26. Headings**

The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

### **Section 27. Survival of Terms**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement, which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

### **Section 28. Force Majeure**

Non-performance of Contractor or the City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

### **Section 29. No Contingent Fees**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

### **Section 30. Investigation and Utilities**

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project Site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section as the "Utilities". Contractor shall contact owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Contractor is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by Owner as described in other places of the contract documents).

### **Section 31. Schedule**

Contractor, after receipt of the Notice of Award and within ten (10) days following a request by the Project Manager, shall prepare and submit for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents, and shall utilize the Critical Path method of scheduling, or a Gantt Chart (Bar Chart), and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

The Progress Schedule shall be updated monthly by Contractor. All monthly updates to the Progress Schedule shall be subject to the Project Manager's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted Progress Schedule updates shall be a condition precedent to Owner's obligation to pay

Contractor.

### **Section 32. Payments Withheld**

Owner may decline to approve any Application for Payment, or portions thereof, because of defective or incomplete work, outstanding punch list items, subsequently discovered evidence or subsequent inspections. The Owner may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Contractor under this Agreement or any other agreement between Owner and Contractor, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims failed or reasonable evidence indicating probable fling of such claims; (c) failure of Contractor to make payment properly to subContractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents.

If any conditions described above are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Contractor's expense. Owner also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to Owner, whether relating to or arising out of this Agreement or any other agreement between Contractor and Owner.

### **Section 33. Progress Payments**

Prior to submitting its first monthly Application for Payment, Contractor shall submit to Project Manager, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Project Manager, this schedule of values shall be used as the basis for Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Project Manager along with a completed copy of the Application for Payment form signed by Contractor's authorized representative and attached to the Agreement as Exhibit D.

Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Project Manager a complete list of all its proposed subcontractors and material-men, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to Owner's satisfaction.

Within ten (10) calendar days after receipt of each Application for Payment, the Project 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 Section 218.70, F.S. and the administrative procedures established by the Owner's Purchasing and Finance Departments respectively.

In the event of a total denial and return of the Application for Payment by the Project Manager, Contractor may make the necessary corrections and re-submit the Application for Payment. Owner shall, within thirty (30) calendar days after Project Manager approval of an Application for Payment, pay Contractor the amounts so approved.

Owner shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Project Manager for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by Owner. The

Project 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 attached as Exhibit C, 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. Owner shall not be required to make payment until and unless these affidavits are furnished by Contractor.

Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for Project Manager's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by Owner to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Prior to release of final payment and final retainage, Contractor's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is enclosed in the agreement and labeled Exhibit H.

#### **Section 34. Final Payment**

Owner shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by Project Manager, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Sureties consent to final payment and such other documentation that may be required by the Contract Documents and Owner.

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or Project Manager at the time of final inspection.

#### **Section 35. Submittals and Substitutions**

Any substitution of products/materials from specifications shall be approved in writing by Owner in advance.

#### **Section 36. Cleanup and Protections**

Contractor agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project Site clean and ready for occupancy by Owner.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### **Section 37. Defective Work**

Work not conforming to the requirements of the Contract Documents or any warranties made or assigned by Contractor to Owner shall be deemed defective Work. If required by the Owner, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the Owner, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.

If the Owner consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as The Owner may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the Work is defective, or if Contractor fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Contractor or any other party.

Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

If Contractor fails, within a reasonable time after the written notice from the Owner, to correct defective Work or to remove and replace rejected defective Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project Site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project Site and incorporate in the Work all materials and equipment stored at the Project Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project Site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

### **Section 38. Supervision and Superintendents**

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently 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. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by Contractor and be Contractor's representative at the Project Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. Owner shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Contractor shall have a competent superintendent on the project at all times whenever Contractor's work crews, or work crews of other parties authorized by the Owner are engaged in any activity whatsoever associated with the Project. Should Contractor fail to comply with the above condition, the Owner shall, at his discretion, deduct from Contractor's monthly pay estimate, sufficient moneys to account for Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages.

### **Section 39. Protection of Work**

Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Contractor shall not disturb any benchmark established by Owner or Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs Owner or Design Professional's benchmarks, Contractor shall immediately notify Project Manager and Design Professional. Owner or Design Professional shall re-establish the benchmarks and Contractor shall be liable for all costs incurred by Owner associated therewith.

### **Section 40. Use of Premises**

Contractor shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project Site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to Owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

### **Section 41. Emergencies**

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Owner is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Owner determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight- (48) hour written notice noted above, Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date(s) indicated below.

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Corporate Secretary/Witness

\_\_\_\_\_  
2<sup>nd</sup> Witness (If Not Incorporated)

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

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_  
President (If Incorporated)

[Corporate Seal]

ATTEST:

OWNER:

CITY OF MARCO ISLAND, FLORIDA

BY: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

BY: \_\_\_\_\_  
Michael A. McNees, City Manager

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

Approved as to form and legal sufficiency for the use and reliance of the City of Marco Island only.

BY: \_\_\_\_\_  
Alan L. Gabriel, City Attorney



# **E. AGREEMENT EXHIBITS**

## **EXHIBIT A-1 PUBLIC PAYMENT BOND**

### **City Hall Annex Second Floor Reconfiguration Contract #2023-014**

Bond No. \_\_\_\_\_

Contract No. **2023-014**

KNOW ALL MEN BY THESE PRESENTS: \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, located at \_\_\_\_\_ (Business Address) are held and firmly bound to **City of Marco Island**, as Obligee in the sum of \_\_\_\_\_ **dollars and \_\_\_\_\_ cents** (\$xxxxxxx.00) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ with Obligee for **City Hall Annex Second Floor Reconfiguration - ITB 2023-014** in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

Witnesses as to Principal

BY: \_\_\_\_\_

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

ITS: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging), 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.

My Commission Expires:

\_\_\_\_\_

(Signature of Notary)

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

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

ATTEST:

SURETY:

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(Authorized Signature)

Witnesses to Surety

\_\_\_\_\_

(Printed Name)

OR

\_\_\_\_\_  
As Attorney in Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
Witnesses

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging), 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.

My Commission Expires:

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

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: \_\_\_\_\_

Commission No.: \_\_\_\_\_

**EXHIBIT A-2**  
**PUBLIC PERFORMANCE BOND**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

Bond No. \_\_\_\_\_  
Contract No: **2023-014**

KNOW ALL MEN BY THESE PRESENTS: \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, located at \_\_\_\_\_ (Business Address)  
are held and firmly bound to **City of Marco Island**, as Obligee in the sum of  
**dollars and cents (\$xxxxxx.00)** for the payment  
whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly  
and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ with  
Obligee for **City Hall Annex Second Floor Reconfiguration - ITB 2023-014** in accordance with  
drawings and specifications, which contract is incorporated by reference and made a part hereof and is  
referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Sureties obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed, and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ BY: \_\_\_\_\_

Witnesses as to Principal

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

ITS: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (name of officer  
or agent, title of officer or agent) of \_\_\_\_\_  
(name of corporation acknowledging), 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.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

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

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_

ATTEST:

SURETY:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

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

Witnesses as to Surety

(Printed Name)



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

- (1) The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents.
- (2) The insurance required by this Agreement shall be written for not less than the limits specified herein or required by law, whichever is greater.
- (3) Coverage shall be maintained without interruption from the date of commencement of the work until the date of completion and acceptance of the Project by Owner or as specified in this Agreement, whichever is longer. Required insurance coverages shall apply to all Work specified in the Contract Documents.
- (4) Certificates of insurance acceptable to Owner shall be filed with Owner within ten (10) calendar days after Notice of Award is received by Contractor/Consultant/Professional.
- (5) Contractor and/or its insurance carrier shall provide 30 days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or Contractor.
- (6) All insurance coverage of Contractor/Consultant/Professional shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project.
- (7) The acceptance by Owner of any Certificate of Insurance does not constitute approval or agreement by Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement.
- (8) Contractor/Consultant/Professional shall require each of its subcontractors to procure and maintain, until the completion of the subcontractors work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the subcontractor are expressly waived in writing by Owner.
- (9) Should at any time Contractor/Consultant/Professional not maintain the insurance coverage required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage's and charge Contractor for such coverage's purchased. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of Owner to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- (10) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, Contractor/Consultant/Professional shall furnish to the Owner, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after to the date of their expiration. Failure of Contractor to provide the Owner with such renewal certificate(s) shall be considered justification for the Owner to terminate the Agreement.

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE shall be maintained by Contractor/Consultant/Professional during the term of this Agreement for all employees engaged in the work or services under this Agreement in accordance with the laws of the State of Florida. The amounts of such insurance shall not be less than:

- a. Workers' Compensation – Florida Statutory Requirements
- b. Employers' Liability (check one)
  - \$1,000,000 Each Accident

The insurance company shall waive its Rights of Subrogation against Owner and the policy shall be so endorsed.

**COMMERCIAL GENERAL LIABILITY**

(1) Commercial General Liability Insurance shall be maintained by Contractor/ Consultant/ Professional. Coverage will include, but not be limited to, Bodily Injury, Property Damage, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations and Products and Completed Operations Coverage. Limits of Liability shall not be less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$100,000

(2) The General Aggregate Limit shall apply separately to this Project and the policy shall be endorsed using the following endorsement wording. "This endorsement modifies insurance provided under the following: Commercial General Liability Coverage Part. The General Aggregate Limit under LIMITS OF INSURANCE applies separately to each of your projects away from premises owned by or rented to you."

(3) If the General Liability insurance required herein is issued or renewed on a "claims made" basis, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that in the event of cancellation or non-renewal the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) Owner shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by Owner.

In the event Contractor subcontracts any part or all of the Work hereunder to any third party, Contractor shall require each and every subcontractor to identify the City of Marco Island as an additional insured on all insurance policies as required by Contractor. Any contract awarded by Contractor for work under this Agreement shall include a provision whereby Contractor's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the City of Marco Island harmless from all damages arising in connection with Contractor's subcontract.

(5) Coverage shall be included for explosion, collapse or underground property damage claims.

**PROPERTY INSURANCE - BUILDERS RISK**

N/a

**AUTOMOBILE LIABILITY INSURANCE**

Automobile Liability Insurance shall be maintained by Contractor/Consultant/Professional for ownership, maintenance or use of any owned, non-owned or hired vehicle with limits of not less than \$1,000,000 Bodily Injury & Property Damage.

**UMBRELLA LIABILITY**

(1) Umbrella Liability may be maintained as part of the liability insurance of Contractor/Consultant/ Professional and, if so, such shall be in addition to and in excess of any Employers' Liability, Commercial General Liability, Automobile Liability and Professional Liability coverage's and shall include all coverage's on a "following form" basis.

(2) The policy shall contain wording to the effect that, in the event of the exhaustion of any underlying



coverage due to the payment of claims, the Umbrella policy will "drop down" to apply as primary insurance.

(3) The General Aggregate limit, if applicable, shall apply separately to this project and the policy shall be so endorsed.

**OTHER INSURANCE**

Due to the special nature of some projects (such as working on, under or above water), additional insurance coverage may be required.

If the below is checked, that specified insurance is also required.

Other Insurance as indicated below:

**LONGSHOREMAN, HARBORWORKERS OR JONES ACT**

Required by this Agreement? \_\_\_ Yes  No

- a. Longshoreman & Harborworkers **\$ Statutory Limits**
- b. Jones Act: Either under the Protection

& Indemnity coverage or under separate cover in the limits of not less than **\$ 1,000,000**

**\* Not Required if working from shore. Otherwise, it is required**

**POLLUTION AND REMEDIATION LIABILITY INSURANCE**

Required by this Agreement? \_\_\_ Yes  No

(1) Contractor/Professional/Consultant shall maintain:

- a. Pollution and Remediation Liability Insurance including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the Project as outlined in this Agreement. Such coverage shall apply specifically to the contracting services/scope of work as outlined in this Agreement and shall include but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the project);
- b. Remediation Legal Liability/Expense (expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants or pollutants into or upon land and the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the Project, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the property to the condition it was in prior to the Remediation Expense to the extent required by Federal, State, Local or Provincial laws, regulations or statutes or any subsequent amendments thereof); and
- c. Transportation Legal Liability/Expense – Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by Contractor/professional/Consultant of product or waste of Owner to its final delivery point as specified under this Agreement.

(2) Limits Required:

Each Loss or Expense	<b>\$2,000,000</b>
Annual Aggregate	<b>\$4,000,000</b>
The Annual Aggregate limit shall apply separately to this project.	

(3) If coverage is provided on a “Claims Made” form as opposed to an “Occurrence” form, the retroactive date for coverage shall be no later than the commencement date of the Project and shall provide that, in the event of cancellation or non-renewal, the Extended Reporting Period (Discovery Period) for claims shall be no less than three (3) years.

(4) The City of Marco Island City Council shall be named as an Additional Insured and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by City.

(5) This policy shall include contractual liability coverage to contemplate the indemnity provisions of this agreement.

(6) Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the City with certificates of insurance meeting the required insurance provisions.

(7) The City of Marco Island must be named as “**ADDITIONAL INSURED**” on the Insurance Certificate for Commercial General Liability.

(8) The City of Marco Island shall be named as the Certificate Holder. NOTE: The “Certificate Holder” should read as follows:

The City of Marco Island  
50 Bald Eagle Drive  
Marco Island, FL 34145

(9) **Thirty (30) Days Cancellation Notice is required.**

**EXHIBIT C**  
**RELEASE AND AFFIDAVIT FORM**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

COUNTY OF COLLIER  
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_ (“Affiant”), who after being duly sworn, deposes and says:

(1) The Affiant is the \_\_\_\_\_ (title) of \_\_\_\_\_ (“Contractor”)

(2) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, Contractor releases and waives for itself and its subcontractors, material- men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Marco Island, Florida (“Owner”), relating in any way to the performance of the Contract 2023-014 for **City Hall Annex Second Floor Reconfiguration** between Contractor and Owner, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(3) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(4) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(5) This Release and Affidavit is given in connection with Contractor's Application for: Payment No. \_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging), 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.

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

My Commission Expires: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of: \_\_\_\_\_

## EXHIBIT D

### FORM OF CONTRACT APPLICATION FOR PAYMENT

#### City Hall Annex Second Floor Reconfiguration

#### Contract #2023-014

<i>City of Marco Island, Florida (the OWNER)</i>			
Owner's Project Manager Name:		Contract No.	2023-014
Department:		Payment Application Date:	
Submitted by: Contractor's Representative Name		Payment Application No.	
Contractor's Name & Address:			
Original Contract Time:		Original Contract Price:	\$
Revised Contract Time:		Total Change Orders to Date:	\$
Retainage @5% through _____ [Date]	\$	Revised Contract Amount:	\$
Percent Work Completed to Date:	%	Total Value of Work Completed & Stored to Date:	\$
Percent Contract Time Completed to Date:	%	Less Retainage	\$
<b>TOTAL INVOICED THIS APPLICATION</b>	\$	Total Earned Less Retainage	\$
		Less previous payment(s)	\$
<b>5% RETAINAGE WITHHELD THIS APPLICATION</b>	\$	<b>AMOUNT DUE THIS APPLICATION:</b>	\$
Liquidated Damages to Be Accrued	\$	Remaining Contract Balance	\$

ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION

CONTRACTOR'S CERTIFICATION: The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from Owner and that current payment is now due; (4) and CONTRACTOR agrees that all overruns as shown on the monthly estimate summary shall, in fact, be added to the revised contract and shall be incorporated into a future Change Order:

Contractor's Name:			
Contractor's Signature:		Date:	
Type Title:		<i>Shall be signed by an authorized representative of the Contractor.</i>	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Design Professional's Name:			
Signature:		Date:	
Payment to the CONTRACTOR for the above AMOUNT DUE THIS APPLICATION is recommended by:			
Owner's Project Manager Name:			
Signature:		Date:	

**EXHIBIT E**  
**CHANGE ORDER NO. \_\_\_\_\_**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

---

**TO:**

**FROM:**

City of Marco Island  
50 Bald Eagle Drive  
Marco Island, Florida 34145

**Project:**

**CITY COUNCIL CHANGE ORDER APPROVAL**

**(a) Agenda Item: N/A**

**Change Order No.**  
**Bid No. N/A**

**Construction Agreement Date:**

---

**Change Order Description:** This Change Order No. \_\_\_\_\_ serves to:

---

**Original Agreement Amount**  
**Sum of Previous Change Orders Amount**  
**This Change Order No. \_ Amount [Increase]**

Revised Agreement Amount

**Original Contract Time in calendar days**  
**Adjusted number of calendar days due to previous change orders**  
**This Change Order adjusted time is**

REVISED CONTRACT TIME IN CALENDAR DAYS

**Original Notice to Proceed Date**  
**Substantial Completion date based on original contract time**  
**Revised Substantial Completion Date Due To Change Order(s)**

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in said Agreement indicated above, as fully as if the same were repeated in this acceptance. The time and monetary adjustment to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to changes set forth herein including claims for schedule impacts, material/labor costs and delay costs.



**EXHIBIT F**  
**WORK CHANGE DIRECTIVE**  
**No. \_\_**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

Date of Issuance:

Effective Date:

Project:	Owner: City of Marco Island	Owner's Contract No.:
Contractor:		Date Notice to Proceed Issued

**You are directed to proceed promptly with the following change(s):**

Item No.	Description

**Attachments (list documents supporting change):**

**Purpose for Work Change Directive: .**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

Non-agreement on pricing of proposed change.

Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

Contract Price \$

Contract Time \_\_\_\_days  
increase

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

**EXHIBIT G**  
**OWNER'S CONTINGENCY AUTHORIZATION**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

NO.: \_\_\_\_

PROJECT NAME: **City Hall Annex Second Floor Reconfiguration** CONTRACT: **2023-014**

CONTRACTOR:

REQUESTED BY: \_\_\_\_\_, **City of Marco Island**

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

Upon completion and execution of this Owner's Contingency Authorization by both parties, the Contractor shall proceed with the following additional work:

Description: \_\_\_\_\_

Purpose: \_\_\_\_\_

Attachments: \_\_\_\_\_

**CONTINGENCY AMOUNT AUTHORIZED:**

Original Contract Amount	\$
<i>Contract Contingency</i>	\$80,000.00
Contingency Authorization #____ (this authorization)	\$
<b><i>Contingency Remaining</i></b>	<b>\$</b>

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction and represents an agreement for payment in full for all costs arising out of, or incidental to, the above-mentioned change.

Below is the signature for approval of the responsible parties with authorization to sign for the entities referenced above:

ACCEPTED:

REVIEWED:

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

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

[CONTRACTOR]

City of Marco Island

APPROVED:

APPROVED:

By: \_\_\_\_\_  
 Guillermo Polanco  
 Director, Finance  
 City of Marco Island  
 \_\_\_\_\_  
 Date

By: \_\_\_\_\_  
 Michael A. McNees  
 City Manager  
 City of Marco Island  
 \_\_\_\_\_  
 Date



**EXHIBIT H**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

Contract No.: 2023-014 Contract Date: \_\_\_\_\_  
Project: *City Hall Annex Second Floor Reconfiguration*

OWNER: City of Marco Island

CONTRACTOR: \_\_\_\_\_

---

This Certificate of Substantial completion applies to all Work under the Contract documents or to the following specified parts thereof:

To: City of Marco Island  
**OWNER**

And

To: \_\_\_\_\_  
**CONTRACTOR**

---

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND DESIGN PROFESSIONAL, and that Work is hereby declared to be substantially complete in accordance with the contract documents on:

---

**DATE OF SUBSTANTIAL COMPLETION**

A tentative list of items to be completed or corrected is attached hereto. This list may not be all- inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

**OWNER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

The following documents are attached to and made a part of this Certificate:

---

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR’S obligation to complete the Work in accordance with the Contract Documents.

---

Executed by **DESIGN PROFESSIONAL** on \_\_\_\_\_, 20\_\_\_\_.

Design Professional Authorized Signature \_\_\_\_\_

Design Professional Company Name \_\_\_\_\_

Name and Title \_\_\_\_\_

**CONTRACTOR** accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_.

Contractor Authorized Signature \_\_\_\_\_

Contractor Company Name \_\_\_\_\_

Name and Title \_\_\_\_\_

**OWNER** accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_.

Owner Authorized Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

## EXHIBIT I FINAL PAYMENT CHECKLIST City Hall Annex Second Floor Reconfiguration Contract #2023-014

Contract No.: **2023-014**

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

Contractor: \_\_\_\_\_

The following items have been secured by the \_\_\_\_\_ for the Project known as *City Hall Annex Second Floor Reconfiguration* and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_

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

Substantial Completion Time: \_\_\_\_\_ Calendar Days.

Final Completion Time: \_\_\_\_\_ Calendar Days.

YES	NO	
		1. All Punch List items completed on: _____
		2. Warranties and Guarantees assigned to the City (attach to this form).
		3. Effective date of General one year warranty from Contractor is: _____
		4. 2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form).
		5. Record drawings obtained and dated: _____
		6. City personnel trained on system and equipment operation.
		7. Certificate of Occupancy No.: _____ issued on _____ (attach to this form)
		8. Certificate of Substantial Completion issued on: _____
		9. Final Payment Application and Affidavits received from Contractor on: _____
		10. Consent of Surety received on: _____
		11. Operating Department personnel notified project is in operating phase.
		12. Other: _____

If any of the above are not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.

**Acknowledgments**

By Contractor: \_\_\_\_\_ (Company Name)

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

\_\_\_\_\_ (Typed Name & Title)

By Owner:

\_\_\_\_\_ (Department Name)

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

\_\_\_\_\_ (Name & Title)

**EXHIBIT J**  
**PERMITS**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

The procurement (and payment for) of all applicable permits is the responsibility of the Contractor.

Costs for permits issued by the City will be reimbursed. The Contractor shall include a line item for City Permits in the first pay request and attach a copy of the permit receipt. No additional mark-up of that fee is to be included.

**EXHIBIT K**  
**TECHNICAL SPECIFICATIONS**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

**AVAILABLE FOR DOWNLOAD FROM**  
**[WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM)**

**EXHIBIT L**  
**PLANS**  
**City Hall Annex Second Floor Reconfiguration**  
**Contract #2023-014**

**AVAILABLE FOR DOWNLOAD FROM**  
**[WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM)**