

THE TOWN OF FORT MYERS BEACH



INVITATION TO BID

POOL GEOTHERMAL HEATING SYSTEM

ITB-17-04-PR

Issued: January 20, 2017

Proposals Due: WEDNESDAY, FEBRUARY 22, 2017
2:00 p.m. EST

Prepared by:

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

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PART A
INVITATION TO BID
BID # ITB-17-04-PR

The TOWN OF FORT MYERS BEACH, Florida will receive **SEALED BIDS** for **Pool Geothermal Heating System, Bid # ITB-17-04-PR** at Town of Fort Myers Beach, Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 on or before Wednesday, February 22, 2017 @ 2:00 P.M. local time and will be opened immediately thereafter. At that time, only the bidder's names will be read aloud. Any bid received by the TOWN later than the above time will be returned unopened.

Project scope includes but is not limited to:

- a) Contractor is responsible to provide a complete installation of the items included in this scope of work including all labor, materials, tools, supervision, and equipment necessary to complete the Recreation Center Pool Heating System and associated work.
- b) Contractor acknowledges that the documents included with this Contract Agreement are complete and represent the design intent. As such, the lump sum pricing included with this Contract Agreement is firm and reflects the work required for a complete pool heating system and associated work in accordance with the intent of the Contract Documents and is not subject to change.
- c) The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.
- d) The Work of this contract is hereby further clarified and defined. In accordance with the nature of this contract, this clarification does not relieve the Contractor from providing all elements of a complete system that conforms to the requirements of the Contract Documents. It is the Contractor's responsibility, based on their expertise and knowledge of the work, to include all items, materials, and procedures necessary to complete the execution of the work that, although not shown, can be reasonably inferred to be a part of the work.
- e) Contractor is responsible to supply and install all work:
 - i) In accordance with all applicable codes and standards.
 - ii) In compliance with all notes, legends, and schedules as required of the Contract Documents.
 - iii) In accordance with attached Technical Specifications
 - iv) In accordance with Manufacturer's recommendations.
- f) Contractor's price includes:
 - i) All taxes associated with this scope.
 - ii) Contractor acknowledges that if multiple mobilizations may be required, that Contractor has accounted for all costs in the lump sum price.
 - iii) All salaried and field personnel required to complete the work.
 - iv) All permits required for this work.
- g) Contractor is responsible to remove and install pool heating system at the Town of Fort Myers Bay Oaks Recreation Pool located at 2600 Oak Street, Fort Myers Beach, FL 33931. This system is for the interior lap pool only. The Town lap pool consists of approximately 130,000 gallons and the system shall maintain a temperature between 80 degrees – 82 degrees.
- h) Contractor shall provide in the base bid, at a minimum the following items:
 - i) Dewatering of the pool as required for the duration of the project.
 - ii) Draining the pool as required for the duration of the project.
 - iii) A geothermal symbiont pool heater system capable of handling maintain a temperature between 80 degrees – 82 degrees for the chlorinated lap pool
 - iv) Required Aquifer wells, including well permits
 - v) Pump installation, water trenching, piping and backfill
 - vi) Installation and training
 - vii) Disconnect, remove and discard existing pool heater
 - viii) Supply labor and materials to install new pool heater
 - ix) Install new heater on existing cement pad
 - x) Assemble pump and bypass assembly
 - xi) Reroute existing water lines
 - xii) Install new isolation valves and flanges

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- xiii) Reconnect electrical work
 - xiv) Install new gas regulator and reroute gas line
 - xv) Start up and balance the system
 - xvi) Warranty for parts and labor, including passing on manufacturer's warranty and installer's labor
 - xvii) All work shall be done to local, county and state codes
 - xviii) Identify total amount of time required to complete jobs
-
- i) Contractor is responsible for all hoisting and material handling required to perform this scope of work.
 - j) Contractor is responsible for all demolition, removal, or disposal of existing materials as required.
 - k) Contractor shall coordinate delivery of material with the Project Schedule and the Town. Contractor shall properly store all materials and equipment per the manufacturer's recommendations in the event that the materials or equipment were delivered prematurely.
 - l) Contractor is responsible for all field measurements required to complete all installations. m) Contractor is responsible for all layout required to complete all installations.
 - n) Contractor shall repair any damages to pool area made during construction.
 - o) Contractor shall provide all manufacturer warranty information as required. Contractor shall submit all documentation as needed for manufacturer's extended warranty.
 - p) Contractor to supply two complete sets of Operation and Maintenance Manuals, and one electronic copy of O&M Manuals. O&M Manual shall include a detailed maintenance plan for the pool surface.
 - q) Contractor includes a maintenance training session for Owner staff. Training session to be scheduled a minimum of three days in advance.

Bidders are advised that the Town Council has adopted Ordinance No. 08-14 providing Local Bidder Preference and allowances for Disadvantage Business Enterprise/Minority Business Enterprise (DBE/MBE). Bidders will take all reasonable and necessary affirmative steps to meet TOWN policy. Local Bidder Preference will not apply to this solicitation.

This project requires the Contractor to be licensed and insured in the State of Florida.

The TOWN will require the Public Construction Bond on this project.

Project documents and specifications can be viewed at the office of Town Hall, Town of Fort Myers Beach.

The official bid Documents shall be obtained from: TOWN OF FORT MYERS BEACH, 2525 Estero Blvd, Fort Myers Beach, Florida 33931, (239) 765-0202, extension 1401 (fee applies), or may be downloaded from www.fortmyersbeachfl.gov or www.demandstar.com.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town of Fort Myers Beach, to waive any informalities in any bids; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in bids received, and/or to reject any or all bids.

**PART B
LEGAL NOTICE TO BIDDERS**

NOTICE IS HEREBY given that sealed bids will be received by TOWN OF FORT MYERS BEACH, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931 until Wednesday, February 22, 2017 at 2:00 P.M. local time, and will be opened immediately thereafter for:

PROJECT:

ITB-17-04-PR POOL GEOTHERMAL HEATING SYSTEM

Any bid received by the Town after the above date and time will be returned unopened.

SCOPE OF WORK:

This project requires the Contractor to have the following license(s) to perform the specified scope of work:

The TOWN will require a Public Construction Bond on this project.

1. OBTAINING BIDDING DOCUMENTS

- 2.1. **Ordering Instructions:** The official bid documents shall be obtained from: TOWN OF FORT MYERS BEACH, 2525 Estero Blvd, Fort Myers Beach, Florida 33931, (239) 765-0202, extension 1401 (fee applies), or may be downloaded from www.fortmyersbeachfl.gov or www.demandstar.com.
- 2.2. BIDDER must furnish the TOWN with a mailing address, e-mail address, phone number and facsimile number for contact purposes. It shall be the BIDDER'S sole responsibility to keep all such information current with the TOWN until the execution of a construction contract by the TOWN for this project. If the official documents are not obtained directly from the Town of Fort Myers Beach, or are modified in any manner, the bid **will not** be accepted for consideration by the TOWN.
- 2.3. Complete sets of Bid Documents must be used in preparing the Bid. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.4. Bid Documents may be examined at no cost at the following locations during normal business hours:

Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931

2. SUBMITTAL OF BIDS

- 3.1 BID SUBMITTALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:
- 3.1.1. Bid must be sealed in an envelope clearly marked on the outside –
“Pool Geothermal Heating System, ITB-17-04-PR”
For proper identification, the Bidder’s complete name and address shall also appear on the exterior of the Bid package.
 - 3.1.2. Bid must be received by the TOWN at the address shown on page A-1, Request for Bids, prior to bid closing time.
 - 3.1.3. Completed Official Bid Form (#FMB:003), bid must be properly signed and, where applicable, corporate and/or notary seals attached. **The complete printed computerized bid schedule must be submitted with the bid at bid submission as applicable.**

FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE BID.

- 3.2 THE FOLLOWING DOCUMENTS, **MUST** BE PROPERLY COMPLETED AND ENCLOSED IN THE BID ENVELOPE FOR BID TO BE VALID:
- 3.2.1. Signed and notarized Affidavit of Certification Immigration Laws (#FMB:100).
 - 3.2.2. Local Bidder Preference (where applicable).
 - 3.2.3. Contractor's Qualification Questionnaire (Form #FMB:004)
Note: A current copy of Form #FMB:004 can be placed on file with the TOWN and must be kept current every 12 months.
 - 3.2.4. Non-Collusion (#FMB:021)
 - 3.2.5. Materials List (#FMB:023)
 - 3.2.6. Sub-Contractors List (#FMB:024)
 - 3.2.7. Signed Acknowledgment of Receipt of Addenda (if any).

FAILURE TO SUBMIT ANY OF THE FOREGOING MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

- 3.3 THE FOLLOWING MUST BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER RECEIPT OF NOTICE TO AWARD; FAILURE TO SUBMIT MAY BE GROUNDS TO RESCIND AWARD:
- 3.3.1. Public Construction Bond, Letter of Credit, or Cash Bond (as provided in Part C).
 - 3.3.2. Certificate of Insurance (as provided in Part C)
- 3.4 The TOWN reserves the right to waive informalities in any bids; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the TOWN.

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- 3.5 The TOWN shall not be responsible for any cost incurred by any bidder in the preparation of these Bid Documents.

3. TOWN PROJECT PERSONNEL

The Project Manager for this project is Town of Fort Myers Beach, Parks & Recreation Department, 2525 Estero Blvd., Fort Myers, Florida 33931, Phone (239) 765-0202, Extension 182, Fax (239) 765-0909.

The TOWN contact person for questions concerning Contract Procedure is Town of Fort Myers Beach, Administrative Department, Contracts Manager, 2525 Estero Blvd., Fort Myers Beach, FL, 33931, Phone (239) 765-0202, Extension 1401, Fax (239) 765-0909.

PART C INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.2. "TOWN" is defined as the Town Council of Fort Myers Beach, Florida, or its duly authorized representative(s).
- 1.3. "RESPONSIBLE BIDDER" is defined as a person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, relevant experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract.
- 1.4. "SUCCESSFUL BIDDER" is defined as the lowest, qualified, responsible, and responsive bidder to whom the Town Council makes a written award, based upon evaluation criteria contained herein.
- 1.5. "TRIPLICATE" is defined as one original and two copies.
- 1.6. "BIDDING DOCUMENTS" or "CONTRACT DOCUMENTS" include Request for Bids (Part A); Notice to Bidders (Part B); Instructions to Bidders (Part C); Bid Proposal (Part D); Construction Contract (Part E); General Conditions (Part F); Supplementary General Conditions (Part G); Plans & Technical Specifications (Part H); all Addenda issued by the TOWN; all Change Orders or Contract Amendments; Town Purchase Order. *NOTE: Title, Subtitles, Headings, Running Headlines of Contents, and Indexes are used merely for convenience purposes.*
- 1.7. "SAMPLE FORMS" include:
 - No. FMB:001 / Bid Bond
 - No. FMB:003 / Bid Form
 - No. FMB:004 / Contractors' Qualification Questionnaire
 - No. FMB:006 / Agreement
 - No. FMB:007 / Public Payment and Performance Bond
 - No. FMB:008 / Clean Irrevocable Letter of Credit
 - No. FMB:009 / Fort Myers Beach Proposal Request
 - No. FMB:010 / Field Change Order
 - No. FMB:011 / Change Order
 - No. FMB:012 / Field Directive Change
 - No. FMB:013 / Application for Estimate & Requisition for Payment
 - No. FMB:014 / Certificate of Substantial Completion
 - No. FMB:015 / Warranty
 - No. FMB:016 / Certificate of Final Completion
 - No. FMB:017 / Disadvantaged Business Enterprise Participation Certification
 - No. FMB:018 / Contractor Performance Evaluation
 - No. FMB:019 / Public Entities Crime Form
 - No. FMB:020 / Local Bidder Preference Affidavit
 - No. FMB:021 / Non-Collusion Affidavit
 - No. FMB:022 / Trench Safety Affidavit (when applicable)
 - No. FMB:023 / Materials List
 - No. FMB:024 / List of Sub-Contractors
 - No. FMB:100 / Affidavit Certification Immigration Laws
 - Certificate of Insurance (Standard Accord)

2. BIDDER EXAMINATION/INVESTIGATION OF SITE

- 2.2. Before submitting a bid, BIDDER should carefully examine the site of the proposed work and make all necessary investigations to inform itself thoroughly as to all difficulties involved in the completion of all work required pursuant to the requirements of this bid package. No claim of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this bid package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful BIDDER to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.
- 2.3. Reference is made to the Supplementary Conditions for identification description of those reports of investigation and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Town and/or its Consultant in preparing the Drawings and Specifications. TOWN will make copies of such reports available to any BIDDER requesting them. These accuracy or completeness of these reports is not guaranteed, nor are they part of the Contract Documents. Before submitting its Bid, each BIDDER will, at its own expense, make such additional investigations and tests as the BIDDER may deem necessary.
- 2.4. BIDDER shall not be entitled to compensation beyond its bid price when required to incur expenses because of tolls, weight limits of trucks, access to the site, permanent or temporary power at the job site, delivery of materials, temporary utilities, or compliance with OSHA requirements when examination and/or investigation of the site conditions and access routes would have revealed the extra expense involved. *The above list is intended to be illustrative and not all-inclusive.*

3. PREPARATION OF BID

- 3.2. Each BIDDER shall submit the completed Bid Form No. FMB:003 (provided in Part D) and indicate the total lump-sum, or total unit price base bid, and any total price(s) of any alternative(s) requested as part of the bid solicitation. BIDDER must furnish all requested information in the space provided in the Bid Proposal Form (Part D). The BIDDER is solely responsible for reading and completely understanding the requirements and the specifications of the items bid.
- 3.3. Signatures shall be required as follows:
 - 3.3.1. Bids by a corporation must be manually executed in the corporate name, by the President or Vice President (or other corporate officer, accompanied by corporate resolution authorizing that person to sign). The corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and State of incorporation must be shown below the signature. Non-resident corporations shall furnish to the TOWN a duly certified copy of all required authorizations to transact business in the State of Florida along with the bid proposal.
 - 3.3.2. Bids by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

- 3.3.3. Attorneys-in-Fact who execute bonds or other surety instruments must attach, with each bond or surety instrument, a current certified copy of their power of attorney that indicates the time period during which the power of attorney is valid.
- 3.3.4. All names must be typed or printed below the signature.
- 3.4. Bid errors shall be handled as follows:
 - 3.4.1. Where bids have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the BIDDER.
 - 3.4.2. In the case of unit price bids, if an error occurs in the extension of an item, the unit price in words (as shown in the bid) will govern.
- 3.5. Any blank spaces on the Bid Proposal Form (Part D), qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit a bid on the Town's form may cause BIDDER to be declared non-responsive.
- 3.6. Where required by the bid package, BIDDERS must submit (with their bid proposal) cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered.
- 3.7. The BIDDER shall comply with the Florida Sales and Use Tax Law as it may apply to this Contract. The Bid amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful BIDDER and/or its Sub-Contractors or material suppliers.
- 3.8. Bid envelope should be marked as follows: "Sealed Bid;" bidders' name; project name; solicitation number; date and time of opening.

4. TOWN INTERPRETATION / ADDENDA

- 4.2. No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to Town of Fort Myers Beach, Attn: Contracts Manager, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, via facsimile to 239-765-0909 or via e-mail to bids@fortmyersbeachfl.gov and received no later than seven (7) calendar days prior to bid opening date.

- 4.3. Any interpretations, any supplemental instructions, and/or any modifications to the Bidding Documents deemed advisable by the TOWN **will be issued as a written Addendum and made available to all known BIDDERS via email, not later than five (5) calendar days (excluding Saturdays, Sundays, and Holidays), prior to the bid opening date. Questions will not be accepted during the last seven (7) days prior to bid opening date, unless otherwise specified by the TOWN. All Bidders are encouraged to contact the TOWN at least five (5) calendar days before the Bid receiving date to verify information regarding Addenda. Bidder shall acknowledge receipt of all Addenda, by number and date, in Part D, Official Bid Form. Failure to do so may result in rejection of the bid as non-responsive. Addenda information will be forwarded to BIDDER's email address upon issuance and may be posted on the TOWN'S Web Site at www.fortmyersbeachfl.gov. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE HE/SHE OBTAINS INFORMATION RELATED TO ADDENDA. All Addenda shall become part of the Contract Documents.**

5. **PUBLIC CONSTRUCTION BOND**

- 6.1. If required, a Public Construction Bond (on Form No. FMB:007 provided in (Part E) issued in a sum equal to one hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Fort Myers Beach and otherwise authorized to transact business in the State of Florida shall be required from the successful BIDDER. The purpose of the bond is to insure the faithful performance of the obligations imposed by the resulting contract and protect the TOWN from lawsuits for non-payment of debts incurred during the successful BIDDER'S performance under such Contract.
- 6.2. A public construction bond must be properly executed by the surety company and successful BIDDER when the Contract is executed by the successful BIDDER. Only the form provided with the contract documents (Form No. FMB:007 provided in Part E) will be accepted.
- 6.3. A Clean Irrevocable Letter of Credit or a Cash Bond may be accepted by the TOWN in lieu of the Public Construction Bond. Only the form provided with the contract documents (Form No. FMB:008 provided in Part E) will be accepted.

7. **QUALIFICATIONS OF SURETY COMPANIES**

- 7.1. In order to be acceptable to the TOWN, a surety company issuing Bid Guaranty Bonds or 100% Public Construction Bonds, or Letters of Credit called for herein, shall meet and comply with the minimum standards set forth in Part F of the Contract Documents.

8. **INSURANCE REQUIREMENTS**

- 8.1. An Insurance Certificate (Standard Accord form provided in Part E) shall be required from the successful BIDDER. Such form must be properly executed and submitted by the insurance company and successful BIDDER when the contract is executed by the successful BIDDER. Such certificate of insurance must have a minimum thirty (30) days' notice of cancellation, state that the coverage is primary, shall be in the types and amounts stated in Part F of the Contract Documents, and shall include the Town of Fort Myers Beach as an additional insured.

9. **SUBMISSION OF BIDS**

Submit one (1) original and four (4) identical copies of the complete proposal, and an electronic copy of the same as a PDF on CD/DVD. Proposals must be submitted by mail or in person to Town of Fort Myers Beach, Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, not later than **2:00 p.m.** local time on **Wednesday, February 22, 2017.**

All Proposals shall be in a sealed envelope clearly marked – “**Pool Geothermal Heating System #ITB-17-04-PR**” For proper identification, the Respondent’s complete name and address shall also appear on the exterior of the proposal package.

Proposals submitted after the specified time and date will not be considered and will remain unopened.

Proposals received by telephone, telegraph, facsimile and/or e-mail will not be accepted.

Proposals will be opened at approximately **2:15 p.m.** local time on **Wednesday, February 22, 2017,** at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931. The Town’s short-list and final selection meeting dates will be posted at Town Hall and/or listed on the Town website at www.fortmyersbeachfl.gov. The Town may also be contacted (239) 765-0202 ext. 1401 for meeting dates.

It is the Respondent's responsibility to insure the proposal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier. The Town shall not be held liable for any expenses incurred by the Respondent in preparing and submitting the proposal and/or attendance at any interviews, contract negotiations or applicable site visits.

The proper delivery of the bid to the Town of Fort Myers Beach is solely and strictly the responsibility of the BIDDER. The Town of Fort Myers Beach shall not be responsible for delays caused by the United States Postal Service or any other occurrence. Bids submitted by certified or registered mail, not received by advertised date and time of Bid Opening, will not be honored.

Bids must be submitted on the forms provided. The TOWN reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid opening.

Bids received after the time set for the bid opening will not be considered. Late bid proposals may be returned to the BIDDER unopened with the notation: *"This bid was received after the delivery time designated for the receipt of bids."*

10. **WITHDRAWAL, TRANSFER OR MODIFICATION OF BIDS**

- 10.1. Bids may be withdrawn by written, faxed or telegraphic requests that are received by TOWN prior to the time fixed for the opening of bid proposals.
- 10.2. BIDDER may not withdraw its bid after the appointed bid opening time.
- 10.3. Bid and modifications received after the time set for bid opening will not be considered. Modifications, in writing, received prior to the bid opening will be accepted.
- 10.4. BIDDER may not assign or otherwise transfer its bid prior to or after the bid opening time.

11. BID OPENING

- 11.1. At the time and place fixed for the opening of bids every bid properly delivered within the time fixed for receiving bids will be opened and the bidder's name publicly read aloud, irrespective of any irregularities that may be found therein. BIDDERS and other persons interested may be present, in person or by representative. In accordance with CS/HB 7223, an abstract of the amounts of the base bids and major alternates (if any) will be made available, upon request, to BIDDERS the earlier of thirty (30) days after the opening of bids or when a Notice of Intent to Award is issued. At that time, a Bid tabulation will be posted on the TOWN's website at www.fortmyersbeachfl.gov.

12. AWARD OF CONTRACT / REJECTION OF BIDS

- 12.1. The contract will be awarded to the lowest responsive and responsible BIDDER whose bid, conforming to the Invitation to Bid, is most advantageous to the TOWN, price and other factors considered. The TOWN reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, TOWN reserves the right to reject the Bid of any BIDDER if TOWN believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified, due to lack of relevant experience or other reasons, to perform the type of work required, or if the Bidder is of doubtful financial ability or fails to meet any other pertinent criteria established by TOWN for the Bid. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.2. In evaluating Bids, the TOWN will consider the qualifications and relevant experience of the Bidders in performing work on similar projects (as well as their subcontractors, suppliers, or others when such entities are required to be disclosed by Bidders), whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The TOWN may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work, when such data is required to be submitted prior to the Notice of Award.
- 12.3. The TOWN may conduct such investigations as the TOWN deems necessary and appropriate to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations proposed by Bidder hereunder.
- 12.4. Nothing contained herein shall require the Town to reject bids or award a contract based upon anything other than its sole discretion as described herein. By submitting a bid, the BIDDER recognizes and accepts that the TOWN may reject the bid based upon the exercise of its sole discretion. The sole remedy of a disappointed BIDDER for the improper award of a bid by TOWN shall be recovery of bid preparation costs and TOWN shall not be liable for any lost profits or attorney's fees incurred by BIDDER as a result of an improper award.

13. EXECUTION OF WRITTEN CONTRACT

- 13.1. Within seven (7) calendar days of notice of award, the successful BIDDER will be required to sign the Agreement form (included as Part E of the Bid Documents) pursuant to the award made by the TOWN to the successful BIDDER.
- 13.2. The TOWN will issue a "Notice to Proceed" on the Project within fifteen (15) calendar days of the effective date of the Agreement as shown in the Construction Contract (Part E).

14. BID PROTEST PROCEDURE

- 14.1. Any BIDDER that has submitted a formal bid to Town of Fort Myers Beach, and who is adversely affected by an intended decision with respect to the award of the formal bid, must file with the Town's Public Works Director a written "Notice of Intent to File a Protest" in accordance with the bid protest procedure specified in Fort Myers Beach Purchasing Manual which is available for examination and/or copying at Fort Myers Beach Town Hall, 2525 Estero Blvd., Fort Myers Beach, FL 33931 (239) 765-0202

"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY TOWN OF FORT MYERS BEACH TOWN COUNCIL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

15. PUBLIC ENTITY CRIME AFFIDAVIT

- 15.1. Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the Town;
- 15.2. may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Town, may not transact business with the Town in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list. (Form No. FMB:019).

16. DRUG FREE WORKPLACE

- 16.1. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes Section 287.087.

17. COOPERATIVE PURCHASING

- 17.1. The Town of Fort Myers Beach Town Council participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

18. AUTHORITY TO PIGGYBACK

- 18.1. It is hereby made a condition of this agreement that this agreement constitutes an agreement made under the same conditions, for the same price, and for the same effective period as this agreement, to any other governmental entity.
- 18.2. It is further understood that any governmental entity that electing to piggyback from this agreement with Town of Fort Myers Beach, will issue its own purchase orders, and will require separate billing.

19. IMMIGRATION LAWS

- 19.1. The Town of Fort Myers Beach will not intentionally award Town contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).
- 19.2. The Town of Fort Myers Beach shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of the contract by Town of Fort Myers Beach.

20. NON-COLLUSION AFFIDAVIT

- 20.1. Each Bidder shall complete the Non-Collusion Affidavit (Form No. FMB:021) contained within the Bid package and include it with the Bid.

PART D BIDDER SUBMITTAL CHECKLIST

THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE BIDDER IN PREPARING A COMPLETED BID SUBMITTAL

IMPORTANT: Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

- 1. No. FMB:003 Official Bid Form, pg. D-2, insert firm name at the bottom of the page
- 2. No. FMB:003 Official Bid Form, pg. D-3, insert Base Bid Lump Sum or Not-To-Exceed bid amount and any Alternates (if required)
- 3. No. FMB:003 Official Bid Form, pg. D-4, all addenda issued, if any, have been acknowledged. (*If a replacement proposal bid form or bid schedule page was issued with any addenda, replacement page is used for submitting a bid)
- 4. No. FMB:003 Official Bid Form, pg. D-4, substantial and final completion days inserted (if required)
- 5. No. FMB:003 Official Bid Form, pg. D-6, has been properly signed with the corporate seal (if applicable). Attested to by the Secretary
- 6. No. FMB:001 Bid Bond / Cashier's Check/Certified Check have been submitted with the bid in the amount indicated
- 7. No. FMB:003 Official Bid Form, Bid Schedules & Disk (if applicable), have been properly completed, unit price extensions and totals have been checked for accuracy
- 8. Any other submittals required in Part B, "Legal Notice to Bidders, Paragraph 3. Submittal of Bids."
- 9. Erasures or other changes made to the bid have been initialed by the person signing the bid
- 10. No. FMB:004 Contractor's Qualification Questionnaire (properly completed, signed and notarized)
- 11. No. FMB:005 Schedule D, DBE Participation form; completed and signed or good faith documentation. (when applicable)
- 15. Proof of a "Good Faith Effort" in attempting to obtain DBE's for this project. (If subcontractors will be used and no DBE's are listed on Schedule D.) (when applicable)
- 17. No. FMB:020 Local Bidder Preference Affidavit (If applicable)
- 18. No. FMB:019 Public Entities Crime Form
- 19. No. FMB:021 Non-Collusion Affidavit
- 20. No. FMB:022 Trench Safety Affidavit (when applicable)
- 21. No. FMB:024 List of Sub Contractors
- 22. No. FMB:023 Material Manufacturers
- 23. No. FMB:100 Affidavit Certification Immigration Laws (Signed and notarized)
- 24. All required documents submitted in "Triplicate" (1 original and 2 copies)
- 25. Bid properly sealed in an envelope and marked "Sealed Bid", bidders name; project name; solicitation number; date and time of opening
- 26. If submitting a "NO BID" please write a brief reason for the no bid

INVITATION TO BID
TOWN OF FORT MYERS BEACH
POOL GEOTHERMAL HEATING SYSTEM
ITB-17-04-PR

PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR
POOL GEOTHERMAL HEATING SYSTEM
ITB-17-04-PR

Bids are to be submitted in "TRIPLICATE" by
2:00 P.M. LOCAL TIME, Wednesday, February 22, 2017, to:

**TOWN OF FORT MYERS BEACH
TOWN HALL
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931**

BID OPENING:

TOWN HALL
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FL 33931

Wednesday, February 22, 2017 at 2:15 P.M. local time

TOWN COUNCIL FORT MYERS BEACH
LEE COUNTY, FLORIDA

BIDDER: _____
(Individual or Firm Name)

PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

02 / 17 / 2017
(DATE)

2:00 P.M. LOCAL TIME
(TIME)

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

1. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN
2. The Undersigned, hereinafter called "BIDDER", having visited the site of the proposed project and having become familiar with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and having fulfilled their requirements as well as the Bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

Pool Geothermal Heating System – ITB-17-04-PR

in full accordance with the drawings and specifications prepared in accordance with the Town's Advertisement for Bids, Instruction to Bidders, Construction Contract and all other documents related thereto on file with Town of Fort Myers Beach, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

BASE BID TOTAL LUMP SUM AMOUNT:

(Typed or written legibly in words)

DOLLARS (\$) _____)
(Typed or written legibly in dollar amount)

ALTERNATES.

ALTERNATE 1:

(Typed or written legibly in words)

DOLLARS (\$) _____)

(Typed or written legibly in dollar amount)

PART D
FMB:003 - OFFICIAL BID FORM
(3 of 5 Pages)

ALTERNATE 2:

(Typed or written legibly in words)

DOLLARS (\$ _____)
(Typed or written legibly in dollar amount)

ALTERNATE 3:

(Typed or written legibly in words)

DOLLARS (\$ _____)
(Typed or written legibly in dollar amount)

3. There is enclosed a Certified Check, Cashier's Check or Bid Bond in the amount of (\$) _____ payable to the Town of Fort Myers Beach as a guarantee and for the purpose set out in the Instruction to Bidders.
4. The BIDDER hereby agrees that:
 - (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the bidder has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.
 - (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of breach of any of the agreements of this proposal, the bid security shall be forfeited.

PART D
FMB:003 - OFFICIAL BID FORM
(4 of 5 Pages)

5. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. _____ Dated: _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated _____

6. If awarded this construction contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantially complete in ___ consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in ___ consecutive calendar days from the date of Official Notice to Proceed.

7. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

8. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this documents. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

PART D
FMB:003 - OFFICIAL BID FORM
(5 of 5 Pages)

(Name of License Holder)

(State Certificate No.)

Business Tax Receipt No. *(Specify jurisdiction)*

(State Registration No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this
_____ day of _____, 20____.

By: Printed

By: Signature

TITLE:

Company Name

Contact Person

Mailing Address

E-mail / Contact Person

City, State, and Zip

Telephone Number

Fax Number

ATTEST:

(Seal)

Secretary

PART D
FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do (Surety's Name)
business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN
OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Political Subdivision of
the State of Florida,
in the SUM OF \$ _____
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors,
personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, 20____

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

Pool Geothermal Heating System, ITB-17-04-PR

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be
awarded the Contract upon said Proposal within the specified time and shall enter into a written
Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety
acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such
time period as the TOWN may allow, then this obligation shall be null and void; otherwise said
Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid
of said Principal and the amount for which said TOWN may legally contract with another party to
perform said work, if the latter amount be in excess of the former, together with any expenses and
reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall
said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The
liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal

(SEAL)

By: Witness Signature

Principal

Witness as to Surety

(SEAL)

By: Witness Signature

Surety's Name

By: As-Attorney-in-Fact, Surety

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

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE

(1 of 7 Pages)

THIS FORM MUST BE ON FILE WITH TOWN OF FORT MYERS BEACH, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931, AND BE CURRENT WITHIN TWELVE (12) CALENDAR MONTHS OR COMPLETED AND SUBMITTED WITH THIS BID PACKAGE. ANY CHANGES WHICH AFFECT THE ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE TOWN. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE CONTRACTOR RESPONSIBILITY MAY BE GROUNDS FOR THE CONTRACTOR TO BE DECLARED NOT A RESPONSIBLE CONTRACTOR FOR THIS BID OR FUTURE BIDS WITH TOWN OF FORT MYERS BEACH.

Submitted By: _____

CORPORATION - Date of Incorporation: _____ State of Florida
Incorporation: _____

If Out of State Corporation, currently authorized to do business in Florida,
give date of such authorization: _____

PARTNERSHIP - Date of Organization: _____ Nature of Partnership: General
Limited
Association

INDIVIDUAL - Name and Address of Owner _____

JOINT VENTURE - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

OTHER - Explain _____

Parent Company Office Address (if any): _____

Principal Office Address: _____

Name of Project (if applicable): _____

Person to Contact: _____

Title: _____ Telephone No.: _____

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(2 of 7 Pages)

Type of Work (file separate form FMB:004 for each classification of work):

General Contractor	Earthwork	Concrete	Masonry
Metal Fabrications	Tiling	Rough/Finish Carpentry	Sheet Metal Flasing/Trim
Glazing/Screening	Cabinet Work	Painting/Coatings	Hardware
Wheelchair Lift	Opening Protection	Tensile Fabric	Fire Alarm
Fire Suppression	Sprinklers	Plumbing	Electrical

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

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the Town of Fort Myers Beach deemed necessary by the Town to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a _____ Contractor under your present name?

2. Under what other or former names has your organization operated?

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(3 of 7 Pages)

4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

JURISDICTION	TRADE	STATE CERT. NO.	TOWN'S COMP. NO.	STATE REG. NO.	TOWN'S OCC. LIC. NO.	STATE PERMIT	EXPIRE DATE

5. List jurisdictions in which your organization's partnership or trade name is filed:
-

6. If the answer to any of the questions below is YES, please attach details. Reference sheets to question number.

6.1 Has your organization ever failed to complete any work awarded to it? YES NO

See Sheet No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? YES NO

See Sheet No. _____

6.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years? YES NO

See Sheet No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another? YES NO

If so, state the name of the individual, name of owner, when, where, and the reason therefore:

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project? YES NO

If so, state the name of the individual, other organization, when, where and the reason therefore:

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(4 of 7 Pages)

9. Has your organization ever been refused registration by a Federal, State or Municipal Agency as a Pre-qualified Bidder or Qualified Bidder for construction contracts? YES NO

If so, for what type of work? _____

Give details and reason: _____

10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:

(use extension sheet if necessary and reference sheet number herein: _____)

11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information:
- 11.1 Name and present position or capacity
 - 11.2 Years of construction experience, type of work, position or capacity and cost range
 - 11.3 Years of related construction experience, type of work, position or capacity and cost range
 - 11.4 Brief education and professional registrations

12. List of type of work normally provided by your own work forces:

13. Indicate type of contracting undertaken by your organization and number of years experience:

As General Contractor _____ Years _____ Type _____

As Sub-Contractor _____ Years _____ Type _____

14. Attach the prime construction contracts your organization has underway on this date _____.

The list shall include the following information: (reference sheet numbers herein: _____)

- 14.1 Project Title and Location
- 14.2 Contractor or Sub-Contractor
- 14.3 Contract Amount and Date of Contract
- 14.4 Percent of Project Constructed by Sub-Contractors
- 14.5 Percent Complete
- 14.5 Project Manager or Superintendent
- 14.6 Required Completion Date
- 14.7 Name, Address and Telephone Number of Owner
- 14.8 Designing Architect/Engineer and Address

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(5 of 7 Pages)

15. Attach a list of the no fewer than five (5) prime construction contracts involving restoration of historic buildings completed in the past five (5) years by your organization.

The list shall include the following information: (reference sheet numbers herein: _____)

15.1 Project Title, Location, and Brief Description of Work Performed

15.2 Contractor or Sub-Contractor

15.3 Contract Amount and Date of Contract

15.4 Percent of Project Constructed by Sub-Contractors

15.5 Date Complete

15.6 Project Manager or Superintendent

15.7 Required Completion Date

15.8 Name, Address and Telephone Number of Owner

15.9 Designing Architect/Engineer and Address

16. Attach any construction contracts your organization has contracted with Town of Fort Myers Beach that are either underway or completed.

The list shall include the following information: (reference sheet numbers herein: _____)

16.1 Project Title and Location

16.2 Contractor or Sub-Contractor

16.3 Original Contract Amount and Date

16.4 Final Contract Amount

16.5 Percent of Project Constructed by Sub-Contractors

16.6 Project Manager or Superintendent

16.7 Required Completion Date

16.8 Name, Address and Telephone Number of Owner

16.9 Town Sponsoring Department

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(6 of 7 Pages)

17. If General Contractor, list one or more of the following subcontractors who have been associated with you on any of the projects listed above:

SUB-CONTRACTOR (Name and Address)

17.1 Carpentry

17.2 Plumbing

17.3 Electrical

17.4 Structural

17.5 Sheet Metal,
Flashing & Trim

17.6 Hardware

17.7 Fire Suppression
Piping

17.8 Fire Alarm

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17.9 Three (3) other major subcontractors:

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

19. List no less than three (3) and preferably five (5) financial references:

PART D
FMB:004 - CONTRACTER QUALIFICATION QUESTIONNAIRE
(7 of 7 Pages)

20. What is the largest contract (dollar cost) ever performed by your organization?

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?

Dated at _____ this _____ day of _____ 20

Name of Organization

BY: _____

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF _____
COUNTY _____
OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____,

by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

PART D
FMB:005 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____
EST. DOLLAR VALUE OF PROPOSED WORK: _____

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: _____

CONTRACTOR NAME

SIGNATURE

DATE

PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(1 of 2 Pages)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
(Print name of public entity)
by _____
(Print individual's name and title)
for _____
(Print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is ___ - _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:
___ - ___ - _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those 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.

PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(2 of 2 Pages)

3. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH 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)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20 ____

as identification and who did (did not) take an oath _____
(Type of Identification and Number)

WITNESS my hand and official seal

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

PART D
FMB:020 - TOWN OF FORT MYERS BEACH ORDINANCE NO. 08-14
LOCAL BIDDER PREFERENCE AFFIDAVIT

Principal place of business is located within the municipal boundaries of the Town of Fort Myers Beach.

Company Name: _____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

PART D
FMB:021 – NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged, sworn to and subscribed before me this ____ day of _____, 20 ____

By: _____
(Print or Type Name)

Who is personally known to me, or who has produced as identification and who did (did not) take an oath

(Type of Identification and Number)

WITNESS my hand and official seal

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

PART D
FMB:022 – TRENCH SAFETY AFFIDAVIT
(When Applicable)

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item: _____
(Description)

(Cost written in words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____

BY: _____
(Signature)

(Print Name)

**PART D
FMB:023 – MATERIALS
MANUFACTURERS LIST**

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 TOWN, Bidder shall furnish the manufacturer named in the TOWN'S 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. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR

The bidder lists the following manufacturers of the major equipment (LIST)

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Signed _____

Name of Bidder _____

PART D
FMB:024 - LIST OF SUB-CONTRACTORS

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 TOWN. 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, qualifications, certifications, registrations and insurance coverage. The TOWN reserves the right to disqualify any bidder who includes non-compliant or non-qualified subcontractors in his/her bid offer. Further, the TOWN 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 TOWN. THIS LIST MUST BE COMPLETED OR BID WILL BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED SUBCONTRACTOR FOR:

The bidder identifies the following firm as the proposed installation subcontractor of the:

Name of Firm: _____

Address and Phone: _____

Contact Person: _____

	<u>Other Subcontractor and Address</u>	<u>Specialty</u>
1.	_____ _____	_____
2.	_____ _____	_____
3.	_____ _____	_____

Signed _____

Name of Bidder _____

PART D
FMB:100 - AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

BID NO.: ITB-17-04-PR

PROJECT NAME: Pool Geothermal Heating System

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

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

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

Company Name: _____

(Signature)

(Title)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

PART E
FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(1 of 6 Pages)

Contract No. _____

Council Award Date: _____

AGREEMENT

THIS CONTRACT is made this _____ day of _____, 20____ by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter called "**OWNER**," and _____, a corporation (partnership)(sole proprietor), hereinafter called "**CONTRACTOR**."

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall commence and complete all Work for the Pool Geothermal Heating System, ITB-17-04-PR in accordance with the Contract Documents. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents.

ARTICLE 2. CONTRACT SUM

2.1. The TOWN shall pay the CONTRACTOR, in current funds, for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: (*express in words and numerals*)

_____ Dollars(\$ _____), said amount being the **Total Base Bid Amount** as listed on the CONTRACTOR's Official Bid Proposal Form that was submitted for this project.

ARTICLE 3. PROGRESS PAYMENTS

The TOWN shall make progress payments to the CONTRACTOR as follows:

3.1. Not later than thirty (30) calendar days following the approval of an Application for payment, TOWN will make payment to CONTRACTOR in an amount equal to ninety percent (90%) of that portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment, for the period covered by the application for payment, less the aggregate of previous payments made by the TOWN.

3.1.1 Once the project reaches 50% completion, the retainage shall be reduced to five percent (5%).

PART E
FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(2 of 6 Pages)

- 3.2. Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the TOWN shall determine for all incomplete Work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

The Term “**Contract Documents**” shall include this Contract; addenda; Contractor’s Bid, except to the extent it conflicts with any other contractual provision; the Notice to Proceed, the Bond(s); the Bid Package prepared and issued by the TOWN; the General Conditions; the Specifications and Drawings; any Special Conditions; all Written Amendments; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1. The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed.
- 5.2. Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS.
- 5.3. Final completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS.
- 5.4. Time is of the essence in the performance of this Contract.

Liquidated Damages:

- 5.5. The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **\$500.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS.

The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage.

PART E
FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(3 of 6 Pages)

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the TOWN estimated at the time of executing the Contract. When the TOWN reasonably believes that Completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

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

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress of performance of the work.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site which may affect cost, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations, tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents ; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examination, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by TOWN is acceptable to CONTRACTOR.

PART E
FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(4 of 6 Pages)

ARTICLE 7. TERMINATION FOR CONVENIENCE

This Contract may be terminated by TOWN for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the date of such termination, an amount prorated in accordance with the work substantially performed under this Agreement. Such amount shall be paid by the TOWN after inspection of the work to determine the extent of performance under this Agreement, whether completed or in progress.

ARTICLE 8. PROJECT RECORDS

The CONTRACTOR shall maintain auditable records concerning the project adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the TOWN reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, ten (10) years for capital improvements to real property, and shall be readily available to TOWN personnel with reasonable notice, and to other persons in accordance with the Florida Public Records Law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, AMY@FORTMYERSBEACHFL.GOV , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1. Final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the TOWN to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. FMB: 013, has been approved by the TOWN.
- 9.2. Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F) shall have the meaning designated in those conditions.
- 9.3. The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 9.4. This Agreement may not be assigned except with the written consent of the TOWN, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
- 9.5. The CONTRACTOR shall indemnify and hold harmless the TOWN, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Agreement.
- 9.6. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or oral.
- 9.7. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
- 9.8. No Amendments or changes to the terms or conditions of this agreement shall be valid unless in writing and signed by all parties.
- 9.9. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the parties arising from this Agreement shall be conducted in Lee County, Florida. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
- 9.10. TOWN reserves unto itself sole authority to execute and authorize the issuance of Change Orders, directives, or other documents to the CONTRACTOR which impact on or change the Contract Time or Price. These actions by the TOWN will be taken after due consideration of the recommendations and analysis of the TOWN's architect or consulting engineer, if applicable. This provision supersedes any other contradictory provisions in the Contract Documents.

In witness whereof, TOWN and CONTRACTOR have signed this agreement in triplicate. One counterpart has been retained by the Town Clerk, one to the Project Sponsoring Department, and one part each has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by TOWN and CONTRACTOR.

PART E
FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(6 of 6 Pages)

Signed, sealed, and delivered in the presence of:

(Secretary)

(Corporate Seal)

(Correct Name of Business)

BY: _____
(Title)

Date: _____

TOWN OF FORT MYERS BEACH COUNCIL
FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____
Town Clerk

Date: _____

BY: _____
Town Manager

Date: _____

APPROVED AS TO FORM

BY: _____
Town Attorney

PART E
FMB:007 - CONSTRUCTION CONTRACT
PUBLIC CONSTRUCTION BOND
(1 of 3 Pages)

FORT MYERS BEACH CONSTRUCTION CONTRACT
PUBLIC CONSTRUCTION BOND

BOND NO:

1. Know all men by these presents, that _____,

(Name, Full Address & Phone # of Awarded Contractor)
hereinafter referred to as the CONTRACTOR, as Principal, and _____,
a corporation, licensed to do business in the State of Florida, hereinafter called SURETY, located
at: _____, are
held and firmly bound unto the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach,
FL 33931, (239) 765-0202, a Political Subdivision of the State of Florida as "OWNER", in the full and
just sum of _____

(Amount of Bond Written in Words)
(\$ _____) Dollars, lawful money of the United
States of America, to the payment of which sum, will and truly to be made, the CONTRACTOR and
SURETY bind themselves, their representatives, and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the CONTRACTOR has entered into a certain written Contract with the TOWN as
the OWNER, dated the ___ day of ___, 20___, for: Legal Description of project,
_____, whose address is
_____ for the project known as _____, with
conditions and provisions as are further described in the aforementioned Contract, which Contract
is by reference made a part hereof in its' entirety for the purpose of perfecting this bond.

3. NOW, THEREFORE, the conditions of this obligation are such that if CONTRACTOR shall fully,
promptly and faithfully perform said Contract and all obligations there under, including all
obligations imposed by the Contract Documents (which includes the Notice to Bidders, Instruction
to Bidders, Bid Proposal Form, General and Supplementary Conditions, Detail Specifications,
Form(s) of Contract Bond(s), Plans and Specifications, Change Orders, and such alterations
thereof as may be made as provided for therein), and shall promptly make payments to all
claimants for any and all labor and materials used or reasonably required for use or furnished in
connection with the performance of said Contract, and shall perform all other covenants and
obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and
effect.

3.1. The undersigned shall indemnify and save harmless the OWNER from and against all
costs, expenses and damages, including litigation costs and attorneys fees arising out of,
or in connection with the neglect, default or want of care or skill, including patent
infringement on the part of said CONTRACTOR, his agents, servants or employees in the
execution or performance of said Contract with the OWNER.

3.2. The undersigned shall promptly make payment(s) to all persons supplying services, labor,
material or supplies used directly or indirectly by said CONTRACTOR, or any Sub-
Contractor or Sub-Contractor, in the prosecution of the work provided for in said Contract
with the OWNER.

PART E
FMB:007 - CONSTRUCTION CONTRACT
PUBLIC PAYMENT and PERFORMANCE BOND
(2 of 3 Pages)

- 3.3. The undersigned agree to promptly pay to the OWNER any difference between the sum to which the CONTRACTOR would be entitled for the completion of the contract including any damages, direct, liquidated or delay, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions of said Contract, and any sum which the OWNER may be or was obligated to pay for the completion of said Work by the CONTRACTOR.
- 3.4. The undersigned SURETY covenants and agrees that change orders, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed there under, or the specifications accompanying the same shall in no way effect their obligation on this Bond, and the SURETY does hereby expressly waive notice of any such changes, extensions of time, alterations or additions, so long as the fundamental nature of the work on the Project by the CONTRACTOR is not changed.
- 3.5. Subject to the OWNER'S priority, claimants covered by Section 713.01, Florida Statutes, shall have a direct right of action against the Principal and Surety under this obligation, after written notice is provided to the OWNER of the performance of labor or delivery of materials or supplies, and non-payment thereof. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05, Florida Statutes, as they may be revised from time to time.
4. The CONTRACTOR and the SURETY shall hold the Town harmless from any and all damages, expenses and cost, or lawsuits, which may arise by virtue of any defects in said work or materials within the period of one (1) year from the date of OWNER'S express acceptance of the project, providing, however, that upon completion of the Work, the amount of this bond shall be reduced to 100% of the Contract Price.
5. This public payment and performance bond shall be governed by the laws, administrative rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed solely by the laws of the State of Florida.

SIGNED and sealed this, the _____ day of _____, 20____

WITNESS:

(Signature)

(Type Name and Title)

WITNESS: (If No Seal)

(Signature)

(Type Name and Title)

CONTRACTOR, As Principal:

(Firm Name)

BY: _____ (SEAL)

(Signature)

(Type Name and Title)

PART E
FMB:007 - CONSTRUCTION CONTRACT
PUBLIC PAYMENT and PERFORMANCE BOND
(3 of 3 Pages)

COUNTERSIGNED, as SURETY

(Title)

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

(Name)

(Address)

(City, State, Zip Code)

(Power-of-Attorney Signature)

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

to me well-known, who being by me first duly sworn upon oath says that he/she is Attorney-in-Fact for _____, as Surety, and that he has been authorized by said Surety to execute the foregoing Public Payment and Performance Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____ by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

PART E
FMB:008 - CONSTRUCTION CONTRACT
CLEAN IRREVOCABLE LETTER OF CREDIT

DATE: _____

TO:

AMOUNT: \$ _____

(U.S. Dollars)

EXPIRATION DATE: _____

We hereby open our Clean Irrevocable Letter of Credit No. _____ in favor of the Town of Fort Myers Beach Town Council (Town) for the amount of _____ U.S. Dollars (_____) effective as of this date.

This Letter of Credit is issued pursuant to that certain contract No. _____ between _____, as Contractor, and the Town of Fort Myers Beach, Florida, dated _____, 20__ (the "Contract"), however, this Letter of Credit is independent of that contract and reference herein is for information only.

Funds under this Letter of Credit are available to the Town hereunder not exceeding in aggregate the amount of this Credit against the Town's demand for payment on us referencing our Credit No. _____.

When we receive your demand for payment at _____
(street address)

on or prior to the Expiration Date, we will promptly honor the same.

Kindly address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department, mentioning specifically our Credit Number.

Venue for any and all legal action necessary to enforce the terms of this Letter of Credit shall be Lee County, Florida.

This bond shall be effective from _____ and remain in effect until _____ and shall be renewed annually for the term of the agreement.

Authorized Signature: _____

Name (Typed): _____

Title: _____

Notary Public: _____

Except as is inconsistent with the express provisions hereof, this Letter of Credit is subject to the Uniform Customs and Practices For Documentary Credits (1993) Revision, International Chamber of Commerce Publication No. 500.

INVITATION TO BID
TOWN OF FORT MYERS BEACH
POOL GEOTHERMAL HEATING SYSTEM
ITB-17-04-PR

PART E
CONSTRUCTION CONTRACT
CERTIFICATE OF INSURANCE

(INSERT CERTIFICATE OF INSURANCE HERE)

INVITATION TO BID
TOWN OF FORT MYERS BEACH
POOL GEOTHERMAL HEATING SYSTEM
ITB-17-04-PR

PART E
FMB:009 - CONSTRUCTION CONTRACT
BID PROPOSAL REQUEST

PROPOSAL REQUEST NO. _____

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____ PROJECT NO. _____

CONTRACT NO. _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST _____

Please submit an itemized bid for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of the Work)

Attachments: (List attached documents that support description)

CONTRACTOR:

BY: _____

PART E
FMB:010 - CONSTRUCTION CONTRACT
FIELD CHANGE ORDER

Project No. _____ Bid No.: _____ Contract No.: _____ No. _____
Date: _____

Contract/Project Name: _____

Request By: _____

It is hereby requested, agreed, and authorized that the following field change(s) in the work required by the contract documents be made:

Description of the change:

Indicate drawings and/or specification affected by this change:

CONDITIONS TO THIS CHANGE ORDER:

It is hereby understood and agreed that the above described field change will not involve:

- (A) any change in the Contract Price, or
- (B) any change in the Contract Completion Time, or
- (C) any change that would be inconsistent with the scope of the Contract Documents.

NOTE If this change affects prior approvals for permits granted by any agency, written documentation of that agency's approval of the change is required prior to commencing this change.

CONTRACTOR ACCEPTANCE By: _____
Contractor's Business Name

By: _____
Signature _____ Date _____
Title _____

CONSULTANT'S RECOMMENDATION (if applicable)

BY: _____ BY: _____
(Print Name of Consultant) Signature _____ Date _____

TOWN APPROVAL AND AUTHORIZATION

BY: _____ BY: _____
(Print Name) Department Director or Designated Project Manager Signature _____ Date _____

Copies to: Contractor (Top Copy)
Project Consultant
Project Sponsoring Department
Contracts Management

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

No.: _____

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000).

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____ PROJECT NO.: _____

CONTRACT NO.: _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST: _____

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: _____

Purpose of Change Order: _____

Attachments: (List documents supporting change) _____

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$ _____
Previous Change Order No. _____ to No. _____
\$ _____
Contract Price prior to this Change Order
\$ _____
Net Increase (Decrease) of this Change Order
\$ _____
Contract Price will all approved Change Orders
\$ _____

CHANGE IN CONTRACT TIME:
Original Contract Time
_____ Calendar Days
Net Change from previous Change Orders
_____ Calendar Days
Contract Time prior to this Change Order
_____ Calendar Days
Net Increase (Decrease) of this Change Order
_____ Calendar Days
Contract Time with all approved Change Orders
_____ Calendar Days

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

RECOMMENDED:
By: _____
Consultant (if applicable) Date
By: _____
Department Director Date

Contracts Management
APPROVED:
Town Attorney Date

ACCEPTED
By: _____
Contractor
Date Accepted: _____

(CORPORATE SEAL)

TOWN APPROVAL:
By: _____
Finance Director (Under \$25,000)
Date Approved: _____
By: _____
Town Manager (Under \$25,000)
Date Approved: _____
By: _____
Mayor, Town Council
(Over \$25,000)
Date Approved: _____

PART E
FMB:012 - CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE
(1 of 2 Pages)

NO.: _____

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name: _____

Contractor: _____

Request By: _____ Date of Request: _____

1. **DIRECTIVE**: The TOWN hereby directs and authorizes the following change(s) in the work required by the contract documents be made and the CONTRACTOR is hereby directed to proceed promptly. In the event that as a result of the CONTRACTOR accepting this Field Directive Change, there are determined to be change(s) in the Contract (1) scope, (2) cost, or (3) time. Subsequent to the CONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the TOWN of a written and documented claim by the CONTRACTOR, such changes shall be incorporated in a Change Order which is subject to approval by the TOWN and the CONTRACTOR.

2. Description of the change(s):

3. Purpose or Intent of Field directive Change:

4. Attachments: (List documents supporting change)

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the TOWN by a written amendment to this Field Directive Change, the CONTRACTOR shall not exceed the following limits:

A. Estimated not-to-exceed increase (decrease) in the contract price: _____

B. Estimated not-to-exceed increase (decrease) in completion time in calendar days: _____

6. **Claim(s) resulting from Field Directive Change**
In the event that, as a result of the CONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the CONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the CONTRACTOR'S compensation, or (3) increasing the contract time; the CONTRACTOR shall in accordance with the provisions of Articles 11, 12 and 13 of the Contract Document, submit a written claim to the TOWN requesting that a Change Order be executed incorporating changes in the (1) contract scope, (2) CONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

PART E
FMB:012 - CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE
(2 of 2 Pages)

It is understood and agreed by the TOWN in authorizing and by the CONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any CONTRACTOR claim arising out of this Field Directive Change:

- | | |
|---|---|
| A. Method of Determining Change in Contract Price:
<input type="checkbox"/> Time and Materials
<input type="checkbox"/> Unit Prices
<input type="checkbox"/> Cost plus fixed fee
<input type="checkbox"/> Other | B. Method of Determining Change in Contract Time:
<input type="checkbox"/> Contractor's Records
<input type="checkbox"/> Consultant's Records
<input type="checkbox"/> Other |
|---|---|

7. ACCEPTANCE:

TOWN AUTHORIZATION

By _____
Printed Name

By _____
Signature

Title/Position _____

Date _____

CONTRACTOR AUTHORIZATION

By _____
Contractor's Business Name

By _____
Print Name

By _____
Signature

Witness

Title/Position _____

Date _____

Corporate Seal (Affix if applicable, if not enter "None")

Copies Distributed to:

- Contractor (Signed Original)
- Director Project Sponsoring Department (Signed Original)
- Project Manager
- Consultant (if applicable)
- Contracts Management

PART E
FMB:013 - CONSTRUCTION CONTRACT
ESTIMATE AND REQUISITION FOR PAYMENT
(1 of 3 Pages)

Date: _____

Bid No.: _____ Contract No.: _____ Project No.: _____

Estimate No.: _____ (Partial Final) for Period _____ to _____

Project Name: _____

PAYEE: Contractor's Name: _____
Mailing Address: _____
City & State _____ ZIP CODE _____

Deliver Warrant: _____
Special Instructions - If Other than Mail _____

Attach a list of names and addresses of all Sub-Contractors, material men, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: _____			
Total Amount of Original Contract		\$ _____	
PLUS:	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
Total Change Orders <u>ADDING</u> to cost of Contract		\$ _____	
LESS:	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
	Change Order # _____ dated _____	\$ _____	
Total Change Orders <u>SUBTRACTING</u> from cost of Contract		\$ _____	
Less Total Unit Price Amount Not Used Per Final Field Measurements		\$ _____	
TOTAL OF ABOVE		\$ _____	
SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the Town's Finance Office or to Contracts Mgmt must be properly executed and attached to this form before payment will be made.			
Total Completed this Requisition	\$ _____	Retainage \$ _____	
Total Complete to Date (Column F, Sheet 3)			\$ _____
Retainage % (Percent required in Contract Documents)			\$ _____
Total Earned Less Retainage			\$ _____
Less Prior Payments Made			\$ _____
Less Liquidated Damages			\$ _____
Amount of this Requisition			\$ _____
Total Amount Paid to DBE's from above			\$ _____

PART E
FMB:013 - CONSTRUCTION CONTRACT
PROGRESS PAYMENT CERTIFICATION
(2 of 3 Pages)

Project Name: _____

Bid No.: _____
Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed, and materials delivered. I further certify that all Sub-Contractors, material men or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular project. Accordingly, I hereby certify the amount of \$_____ to the Town of Fort Myers Beach for a progress payment.

Signed: _____
Contractor
Date: _____
(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____

By: _____ (Print or Type Name)
Who has produced as identification _____
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to the Town of Fort Myers Beach for progress payment.

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

Alternate No.

PART E
FMB:013 - CONSTRUCTION CONTRACT
FINAL PAYMENT CERTIFICATION AND CONTRACTORS AFFIDAVIT
(3 of 3 Pages)

Project Name: _____

Bid No.: _____
Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in the requisition for payment are correct and all work has been performed and materials delivered. This waiver and release of lien is conditioned upon payment of the consideration specified herein. It is not effective until said payment is received. I further certify that the consideration received in exchange for this final waiver and release of lien, when received is designated by the Contractor to be applied to the payment of subcontractors, material men, and suppliers who have furnished such services, labor, materials and supplies for which this request for payment is being made.

For warranty and guarantee start date, it is understood and agreed that the date of the final completion of the Work shall apply unless otherwise provided in the Certificate of substantial completion at which time the TOWN initiates occupancy or utilizes the Work or designated portion thereof for the use for which it is intended, which ever is first.

Signed: _____
Contractor

Date: _____
CORPORATE SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20__, by _____

(Print or Type Name)

who has produced _____
as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to the Town of Fort Myers Beach for final payment.

Substantial Completion Date: _____
Final Completion Date: _____

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

APPROVAL RECOMMENDED

By: _____
Town Attorney

Date: _____

PART E
FMB:014 - CONSTRUCTION CONTRACT
CERTIFICATE OF SUBSTANTCIAL COMPLETION
(2 of 2 Pages)

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

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.

Project Inspector _____ Date _____,
Name

Executed by OWNER'S REP. On
Date: _____,

CONTRACTOR accepts this Certificate of Substantial
Completion on
Date: _____,

OWNER'S REPRESENTATIVE (Print)

CONTRACTOR (Print)

By _____
Signature

By _____
Signature

TOWN accepts this Certificate of Substantial
Completion on
Date: _____,

DIRECTOR (Print)

By _____
Signature

PART E
FMB:015 - CONSTRUCTION CONTRACT
WARRANTY

The undersigned party does hereby warranty and/or guarantee all work executed by the Contractor:

Name and Address of Contractor

Project Title

To be free from defects of materials and workmanship for a period of one year from

(Date of Substantial/Final Completion)

The undersigned party further agrees that it will, at its own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty Guaranty. It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the general conditions and specifications under which the contract was let that such warranty and/or guaranty would be given.

DATE _____

CONTRACTOR

By _____

Corporate Seal

Attest _____

PART E
FMB:016 - CONSTRUCTION CONTRACT
OWNER'S REPRESENTATIVE CERTIFICATE OF FINAL COMPLETION

EFFECTIVE DATE: _____

CONSULTANT (If Applicable): _____

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

CONTRACTOR: _____

TOWN PROJECT MANAGER: _____

This is a formal certification that based on observation of the Owner's Representative the above contractor has completed all work for the above project in conformance with the plans, specifications and provisions established by the Contract Documents.

I recommend that the work be accepted by the Town of Fort Myers Beach.

SIGNED: _____
Owner's Representative

DATED: _____

cc: Project Manager
Town of Ft. Myers Beach Sponsoring Department
CONTRACTOR
Contracts Management

PART E
FMB:017 - CONSTRUCTION CONTRACT
DISADVANTAGED BUSINESS AND MINORITY BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION
(If Applicable)

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

This is a formal certification that the below list of Disadvantaged Business Enterprise Sub-Contractor(s) and amount(s) were utilized on the above project.

<u>DBE SUB-CONTRACTOR</u>	<u>SUB-CONTRACTOR AMT</u>	<u>AMOUNT PAID</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Contractor

Date: _____

cc: Project Manager
Contracts Management

PART E
FMB:018 - CONSTRUCTION CONTRACT
CONTRACTOR PERFORMANCE EVALUATION
(1 of 2 Pages)

Contractor Name: _____

Project Manager: _____ Phone: _____

Project Name: _____ Fax: _____

Town Project Manager: _____ Bid #: _____

Notice to Proceed Date: _____ Completion Date: _____

SECTION 1
MANAGEMENT AND ORGANIZATION OF THE WORK

- A. Effectiveness of supervision in scheduling the work, organizing construction operations and providing quality control. _____
- B. Negotiation of contract modifications, project recordkeeping and project documentation. _____
- C. Working relationship with department personnel responsible for administration of the contract requirements and inspection of the work. _____

SECTION 1 TOTAL:

SECTION 1 AVERAGE:

SECTION 2
WORK PERFORMANCE

- A. Prosecution of the work. _____
- B. Work effort and product quality control. _____
- C. Scheduling and controlling of construction activities to minimize the impact on traffic through the construction zone, access to adjacent property and protection of the general public. _____
- D. Sufficiency of appropriate equipment to prevent downtime and safe production of a quality product. _____
- E. Compliance with E.E.O., labor, training and on-site safety. _____
- F. Interface with utility companies in adjusting, relocating or installing facilities concurrent with construction. _____
- G. Final completion of the project. _____

SECTION 2 TOTAL:

SECTION 2 AVERAGE:

PART E
FMB:018 - CONSTRUCTION CONTRACT
CONTRACTOR PERFORMANCE EVALUATION
(2 of 2 Pages)

RATING SCALE

RANGE	RATING	DESCRIPTION
0 - 1	Completely Insufficient	Uncorrected or uncorrectable problems
2 - 3	Poor	Problems and errors resulting in excessive effort, delay or actual damages to Town or others; some effort made to remedy problems with active participation by Town
4 - 5	Below Expectations	Minor but consistent problems usually corrected after identification
6 - 7	Acceptable	May encounter rare problems which are quickly remedied
8 - 9	Above Expectations	Consistently problem-free, complete and of high quality
10	Outstanding	Excellent performance with service often above that specifically defined

PROJECT MANAGER'S REMARKS SUPPORTING GRADES

(Attach Additional Remarks)

Submitted _____
Project Manager Date

CONTRACTOR'S COMMENTS

(Attach Additional Remarks)

Submitted _____
Contractor Signature Date

Approved _____
Department/Division Director Date