



INVITATION TO BID
CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE:	TITLE	NUMBER:	OPENING DATE & TIME:
1/8/2013	PORT ROYAL HABITAT ISLAND AND CANAL DREDGING PROJECT	\$&&! %	2/8/2013 2:00 PM
PRE-BID DATE, TIME AND LOCATION:			
Mandatory: Feb 7, 2013, 10:00AM, Streets & Stormwater Dept, 295 Riverside Circle, Naples, Florida 34102			
NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p>			
Please initial by all that apply I acknowledge receipt of the following addendum ____ Addendum #1 ____ Addendum #2 ____ Addendum #3 ____ Addendum #4			

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

GENERAL CONDITIONS

TO INSURE ACCEPTANCE OF THE BID, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. SEALED BID:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the bid name and bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- 2. EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the proposal section. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid must be initialed.
- 3. NO BID:** If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID," and it must be received no later than the stated bid opening date and hour.
- 4. BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Bid files may be examined during normal working hours.
- 5. WITHDRAWAL OF BIDS:** Withdrawal of a bid within sixty (60) days after the opening of bids is subject to suspension or debarment in accordance with Section 2-668 of the City Code for up to three years.
- 6. PRICES, TERMS and PAYMENT:** Firm Prices include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

 - A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
 - B. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - D. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
 - E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
 - F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- 7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

9. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. Failure to comply with this condition will result in bidder waiving his right to dispute the bid.

10. CONFLICT OF INTEREST: All bid awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

11. AWARDS: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.

12. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

13. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

14. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. BID PROTEST: The city has formal bid protest procedures that are available on request.

16. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

18. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

20. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. ADVERTISING: In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

22. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. LIABILITY: The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

26. COUNTY TAXES: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Naples encourages and agrees to the successful bidder/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder/proposer.

IF THIS BID IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

28. ELIGIBLE USERS: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive bid requirements otherwise applying to their purchases.

29. PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

30. CANCELLATION: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

31. RENEWAL: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

32. ABNORMAL QUANTITIES: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate bids thereon.

33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

IF THIS BID IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

34. ALTERNATIVE BIDS: Bidders offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE BID". Alternative bids will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

35. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

36. BIDDER INVESTIGATIONS: Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

37. CERTIFICATES AND LICENSES: The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

38. CHANGE IN SCOPE OF WORK: The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

39. CONTRACTOR PERSONNEL: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City

reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

40. COST REIMBURSEMENT: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the bid proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

41. EXCEPTIONS: Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

42. FAILURE TO DELIVER: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

43. FAILURE TO ENFORCE: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

44. FORCE MAJEURE: The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

46. ORAL STATEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

47. QUALIFICATIONS OF BIDDERS: The bidder may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

> The quality of performance of previous contracts or services.

48. QUALITY CONTROL: The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

49. RECOVERY OF MONEY: Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

50. REQUIREMENTS CONTRACT: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

52. TERMINATION FOR DEFAULT: The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

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

54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor agrees to comply with Executive Order 12549 "Debarment and

Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction .

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Worker's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Worker's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "This coverage is primary to all other coverage the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the proposal number and title.

When using the "Accord"- 25 Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

STATEMENT OF NO BID

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division
City Hall, 735 8th Street South
Naples, FL 34102
Fax 239-213-7105

Bid # _____ and Description: _____

We, the undersigned, decline to proposal on the above project for the following reason(s):

- ___ We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.
- ___ Our Company does not offer this product or service.
- ___ Our current work schedule will not permit us to perform the required services.
- ___ Specifications are incomplete or information is unclear (Please explain below).

___ Other (Please specify below)

Company Name _____ PH _____

Name and Title of individual completing this form:

(Printed Name) (Title)

(Signature) (Date)

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

CONTACT E-MAIL ADDRESS: _____

SPECIAL CONDITIONS

A. TERMS OF CONTRACT

The resulting contract will commence on award and be in effect until completion of the project.

B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual.

Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

C. REFERENCES

Bidder must submit a minimum of three references on the form provided.

D. STATEMENT OF NO BID

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

E. BID FORMAT

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, Bidder must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Bid Date for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Bidders listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

F. BID PERFORMANCE & PAYMENT BONDS

A Bid Security Bond shall be submitted with the final bid, if the total bid is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final bid, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the bid to the successful proposer, both bid performance bond and the payment bond will be required in the amount of one hundred percent (100%) of the price specified in the contract. **Also proof of insurance from the successful proposer is required at the time of award as well.**

G. QUESTIONS

Questions regarding this bidder packet must be received in writing in the Purchasing Division, **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

Direct all questions to:

[Greg Givens, Acting Purchasing Manager](#)

City of Naples, Purchasing Division

735 8th Street South

Naples, Florida 34102

PH: (239) 213-7100 FX: (239) 213-7105

ggivens@naplesgov.com

BID PROPOSAL FORM

Name of Bidder: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Email: _____

Project Name: **CASEY KEY GEOTEXTILE CONTAINER PROJECT**
 2209 - 2309 CASEY KEY ROAD
 NOKOMIS, FL

To: **2209 Casey Key Road**
 Nokomis, FL 34275

(1) The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed forms of Agreement and Bonds, and the Construction Drawings and Specifications for the above designated work, all of which are on file in the Erickson Consulting Engineers, Inc., 7201 Delainey Court, Sarasota, FL, 34240, and all other documents referred to or mentioned in the Contract Documents and Construction Drawings.

(2) The undersigned, as Bidder, proposes, and agrees, if this Proposal is accepted, that Bidder shall contract with the OWNER, in the form of the copy of the Agreement included in these Contract Documents and Specifications, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility transportation, security, and safety-related services, necessary to do all the Work; and that he/she shall furnish all the materials and

equipment specified or referred to in the Contract Documents and Specifications in the manner and time herein prescribed and according to the requirements of OWNER as therein set forth.

(3) The undersigned, as Bidder, declares that he/she has carefully examined the site of the Work and that, from Bidder's own investigations, has satisfied him/herself as to the nature and location of the Work, the character, quality, and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the Work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the Work or Bidder's performance.

(4) The Bidder declares he/she has examined the Contract Documents and Specifications and the following addenda:

<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Receipt of all of which, including copies of the Notice to Bidders and the Instructions to Bidders, Bidder hereby acknowledges.

The Bidder certifies that addendum(s) number(s) _____ through _____ for this Contract has been received and that changes covered by the addendum(s) have been taken into account with the total price bid.

(5) The Bidder declares that he/she has carefully examined, and fully understands, all the component parts of the Contract Documents and Specifications and agrees that he/he shall execute the Contract, furnish the required Payment Bond and Performance Bond, and completely perform the Work in strict accordance with the terms of the Contract and the Contract Documents and Specifications therein referred to for the following prices, to wit:

Schedule of Bid Prices
Unit Price Construction Items

(6) Schedule of Bid Prices for the Casey Key Geotextile Container Project:

No.	Item	Units	Estimated Quantity	Unit Price	Total
1	Mobilization/Demobilization	LS	1		
2	Clearing and Grubbing	LS	1		
3	Furnish, Deliver, and Install Geotextile Container System				
3a	Furnish and Deliver Filter Cloth	SQYD	3,357		
3b	Furnish and Deliver Biaxial Grid	SQYD	2,926		
3c	Furnish and Deliver Bedding Stone (#57 Stone)	Tons	386		
3d	Excavate, Install and Fill Geotextile Container System (including foundation layer)	LF	761		
3e	Furnish and Apply Polyurea Coating	SQFT	29,375		
3f	Temporary Sheeting	LS	1		
3g	Dewatering	LS	1		
4	Import, Place and Grade Sand Cover (Imported Fill)	Tons	4,375		
5	Replace Dune Walkover Structures	Each	3		
6	Performance Bond (100% of Total Bid)	LS	1		
Bid Items 1 - 5 Total					

Note: No additional payment will be made for construction stakeout, traffic control, signage, silt fencing, progress surveys, as-built drawings, etc.

The total of Item Nos. 1 through 6 inclusive is:

_____ dollars and cents (in words).

Contract Schedule

Bidder can have all labor, equipment and supplies mobilized to the Site and begin work on the following date: _____

Bidder can complete items 1 - 5 within _____ calendar days.

NOTE 1: Bidder shall submit a detailed Work Plan and schedule with the Bid. The Work Plan must include all anticipated project milestones, including (at a minimum) dates of commencement, Substantial Completion, and Final Completion. Dates may be referenced (by days) from the Notice to Proceed. Final critical dates shall be determined during final Contract negotiations between the selected CONTRACTOR and OWNER.

NOTE 2: Bids must be accompanied by a Bid Security in the form of a certified or bank cashiers check made payable to the OWNER or a bid bond. The amount of the security shall not be less than five percent (5%) of the Bidder's total price indicated on the Bid Form. No Bid may be withdrawn for a period of ninety days after the scheduled closing for the receipt of bids

(BALANCE OF PAGE LEFT BLANK INTENTIONALLY)

(7) It is expressly understood that quantities in the Bidding Schedule for Unit Price Items are approximate only, and that payment on a Contract will be made only on the actual quantities of the Work complete in place, measured on the basis defined in the Contract Documents and the Construction Drawings.

(8) The undersigned has carefully checked the above Bidding Schedule against the Construction Drawings and Specifications before preparing this Proposal and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Documents and Specifications.

(9) If this Proposal is accepted and the undersigned shall fail to contract as aforesaid, and fails to provide all insurance certificates as required by the Contract Documents, and fails to give the Performance Bond and Payment Bond required by the Standard General Conditions of the Contract by law within ten (10) days after the date of the award of the Contract, the OWNER, at its option, may determine that the bidder has abandoned his Contract and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the OWNER.

(10) In connection with the construction of work prescribed in the Construction Drawings and Specifications, the bidder has attached the list of Subcontractors, Suppliers, and Consultants proposed for use on the project, where payment to a party will exceed five (5) percent of the Total Bid Price. In addition, the bidder has attached a Qualifications Statement, indicating experience on projects of similar scope and size. Sufficient detail and references shall be given to allow the OWNER to evaluate Bidder qualifications.

(11) In connection with the construction of work prescribed in the Construction Drawings and Specifications, the Bidder has attached a proposed Work Plan and Timeline for review by OWNER outlining the methods, equipment, and procedures. In connection with the Work Plan, the Bidder has attached an equipment schedule indicating the tabulation of available equipment to be assigned to the project. Schedules shall include number and types of equipment, capacity, manufacturer, age, condition, and present location.

(12) Bidder understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities and minor irregularities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

(13) Bidder agrees that all Work associated with the Base Bid will be substantially and fully completed according to the schedule as proposed in this Bid, subject to the terms agreed upon by the successful Bidder and OWNER during final contract negotiations.

(14) Bidder agrees that application can be made for a mobilization payment, progress payments thereafter, and a final payment, as outlined in the Instructions to Bidders.

(BALANCE OF PAGE LEFT BLANK INTENTIONALLY)

(15) The Bidder understands and agrees that the terms used in this Bid, which are defined in the Standard General Conditions of the Construction Contract included as part of the Contract Documents and Specifications, have the meanings assigned to them in the Standard General Conditions.

Name of Person Signing Bid
(typed or printed)

Signature of Bidder

Company Name

Address

Witness

Date

EQUIPMENT SCHEDULE 1: LAND-BASED EQUIPMENT

FORM TO BE SUBMITTED WITH THE BID

The Bidder is requested to state below the number and types of equipment proposed for use in the Project. This schedule shall include equipment owned and/or operated by the Bidder and by any Subcontractor responsible for more than five percent (5%) of the total work. Indicate on the form below if the equipment is owned or operated by the Bidder or a Subcontractor.

Item	Number	Type	Capacity	Owner/Operator
Trucks	_____	_____	_____ cy	_____
Trucks	_____	_____	_____ cy	_____
Trucks	_____	_____	_____ cy	_____
Trucks	_____	_____	_____ cy	_____
Dozers	_____	_____		_____
Dozers	_____	_____		_____
Dozers	_____	_____		_____
Dozers	_____	_____		_____
Other	_____	_____		_____
Other	_____	_____		_____
Other	_____	_____		_____
Other	_____	_____		_____

EQUIPMENT SCHEDULE 2: DREDGE PLANT AND EQUIPMENT

FORM TO BE SUBMITTED WITH THE BID

This schedule shall include equipment owned and/or operated by the Bidder and by any Subcontractor responsible for more than five percent (5%) of the total work. Indicate on the form below if the equipment is owned or operated by the Bidder or Subcontractor. Attach additional sheets if necessary.

OWNER/OPERATOR	NO.	TYPE	CAPACITY	MANUFACTURER	AGE & CONDITION	LOCATION

NOTES: In preparing the above tabulation, the Bidder shall insert the following information under the appropriate heading, using a separate line for each major item and additional pages, if necessary.

- A. Number: For dredges, give identifying number of name.
- B. Type: Under this heading, give descriptions. For pipeline dredges, show inside diameter of discharge pipe, horsepower of pump engine, and type of power.
- C. Production: Under this heading, state the estimated productivity of the dredge plant in cubic yards per day when working materials similar to those which is anticipated will be encountered in the performance of the work.
- D. Location: Present location and estimated sailing time to project site.
- E. Booster Plants: Give number and size of plant and equipment schedule.
- F. Pipeline: Give sizes and lengths for floating, submerged, shore, etc.
- G. Electronic Monitoring (Positioning) Equipment: State the manufacturer's name, description of equipment, and methods of interfacing (if required) and accuracy.
- H. Electronic Monitoring (Positioning) Equipment: State the manufacturer's name, description of equipment, and methods of interfacing (if required) and accuracy.

LIST OF SUBCONTRACTORS

The undersigned states that the following is a full and complete list of the proposed Subcontractors, Suppliers and others on this Project and the class of work to be performed by each, and that such list will not be added to or altered without written consent of the Owner. Include any and all subcontractors separately or individually responsible for more than five percent (5%) of the total contract work.

HAVE BIDDER AND SUBCONTRACTOR WORKED TOGETHER PREVIOUSLY? If "Yes," provide details on separate sheet.

SUBCONTRACTOR AND ADDRESS	CLASS OF WORK TO BE PERFORMED BY SUBCONTRACTOR	PERCENT OF TOTAL WORK TO BE PERFORMED BY SUBCONTRACTOR

**Port Royal Canal Dredging Project
Bid Form**

Item No.	Description of Item	Unit	Est. Quantity	Unit Price	Total
1	Mobilization	LS	1		
2	Pre-Construction Video & Post-Construction Documentation	LS	1		
3	Layout and Post-Construction Surveys	LS	1		
4	Canal Excavation and Conveyance				
4a	Canal Excavation and Conveyance (Design Depth)	CY	17,960		
4b	Canal Excavation and Conveyance (Four Inch Overdredge Allowance)	CY	3,785		
4c	Oyster Shell Removal and Re-Use	CY	65		
5	Construct Habitat Island	LS	1		
6	Environmental Compliance, Turbidity Control and Testing	LS	1		
7	Demobilization	LS	1		
Base Bid Sub-Total (Items 1-7)					
8	Base Bid Unforeseen Conditions (5% of Sub-Total Above)	LS	1		
Base Bid Total (Items 1-6)					
Bid Option	Description of Item	Unit	Est. Quantity	Unit Price	Total
A	Habitat Island Vegetation				
A1	Furnish, Deliver and Install Habitat Island Vegetation	LS	1		
A2	Base Bid Unforeseen Conditions (5% of Item A1 Above)	LS	1		
Bid-Option A Total					

NOTICE TO CONTRACTORS

Sealed bids will be accepted at the Office of the Purchasing Manager, 735 8th Street South, Naples, Florida 34102 for the furnishing of: **PORT ROYAL HABITAT ISLAND AND CANAL DREDGING PROJECT – BID #**

For the City of Naples until 2:00 P.M. Local Time, 3/8/2010, at which time and place all bids received will be publicly opened and read aloud. Any bids received after the time and date specified will not be considered.

A PRE-BID CONFERENCE will be held on 1/28/2013, at 2:00 P.M. in the Purchasing Conference Room, Second Floor, City Hall, 735 Eighth Street South, Naples, FL 34102.

Bidders may examine the plans and specifications at the Purchasing Division and may secure same upon payment of \$50.00 for each document to offset the cost of reproduction. Return of the documents is not required and the amount paid for the document is non-refundable.

All bids must be submitted on the Proposal Form as furnished herein and must be accompanied by a Bid Bond or Certified Check, a sum no less than five (5%) of the amount of the Bid, as a guarantee that the Bidder will enter into an agreement with the City if his bid is accepted. Bids shall remain in force for one hundred and twenty (120) after the opening. Bidders must be licensed to do business in the State of Florida.

The bid shall be awarded to the lowest, best and most responsible Bidder meeting the purchasing policy of the City of Naples. The City of Naples is an equal opportunity/affirmative action employer. The City reserves the right to reject any and all bids in accordance with the purchasing rules and regulations of the

City of Naples
City Manager

INDEX

SECTION I: BIDDING DOCUMENTS – add page numbers

Notice to Contractors

Instructions to Bidders

Proposal Form

Vendor Certification

Subcontractor Statement

Bid Schedule

Bidder's Statement of Qualification

Contract Form

Performance Bond

Payment Bond

Insurance Requirements

GENERAL:

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These directions have equal force and weight with Specifications and strict compliance is required with all provisions contained herein.

ENGINEER OF RECORD:

Erickson Consulting Engineers, Inc.

7201 Delainey Court

Sarasota, FL 34201

Ph. (941) 373-6460

Fax (941) 373-6480

CONDITIONS AFFECTING THE WORK:

Bidders should visit the site, examine the plans, Specifications, Proposal and Contract forms and take such steps as may be necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

BIDDING DOCUMENTS:

Bidders are to refer to the Bidding Documents as the basis for their proposals. The Bidding Documents consist of the following:

- Notice to Contractors
- Instructions to Bidders
- Statement of No Bid
- Bid Proposal
- Bid Schedule
- Contract Technical Special Conditions
- Specifications
- Plans
- Bidders Qualification Statement
- Addenda Issued Prior to Bid Opening

ADDENDA:

Addenda are written or graphic documents issued prior to the receipt of bids which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

INSTRUCTIONS TO BIDDERS

Each Bidder shall examine the Bidding Documents carefully and, not later than ten (10) calendar days prior to the date for receipt of bids, shall make written request to the City Purchasing Manger for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

PREPARATION OF BIDS:

Bids shall be submitted on the proposal forms furnished and submitted in a sealed envelope. The face of the envelope shall contain the name of the contractor, the project title, and the date of the bid opening. Bids not submitted on the proper proposal forms shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

EXECUTION OF BID:

The bid must contain a manual signature of an authorized representative of the Bidder. The bid must be typed or printed in ink. Use of erasable ink is not permitted.

STATEMENT OF NO BID:

If not submitting a bid, respond by returning the Statement of No Bid and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, Bidder must submit "NO BID," and it must be received no later than the stated bid opening date and hour.

BID OPENING:

The bid opening shall be public, on the date and at the time specified in the Bidding Documents. It is the Bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone or fax are not acceptable.

BIDDER'S REPRESENTATION:

Each Bidder by making his bid represents that he has read and understands the Bidding Documents and he has visited the site and familiarized himself with the local conditions under which the work is to be performed.

BID BOND:

A Bid Bond or Certified Check in the amount of five percent (5%) of the base bid is required for all bids. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for one-hundred twenty (120) days after the time designated for the receipt of bids in the advertisement or Public Invitation to Bid without forfeiture of the Bid Bond or Check. Such Bid Bonds or Checks will be returned upon execution of the Contract or within one-hundred twenty (120) days of receipt of bid, whichever occurs earlier.

A bid is invalid if it is not accompanied by the required Bid Bond or Check and has not been deposited at the designated location at or prior to the time and date for the receipt of bids indicated in the advertisement or Public Invitation to Bid.

REJECTION OF BIDS:

All bids must be prepared on the forms provided in the Bidding Documents and submitted in accordance with the instructions to Bidders. Amounts and number of days shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. The Bidder acknowledges the right of the City to reject any or all bids and to waive any informality

or irregularity in any bid received. In addition, the Bidder recognizes the right of the City to reject a bid if the Bidder fails to furnish any required bid security, or if the bid is in any way incomplete or irregular.

BID WITHDRAWAL:

Any Bidder may withdraw his bid but only by written request at any time prior to the scheduled bid opening. Any Bidder withdrawing his bid within sixty (60) days after the opening of bids, may be temporarily suspended from future bidding for a period of one year.

PERFORMANCE AND PAYMENT BONDS:

A Bid Security Bond shall be submitted with the final bid, if the total bid is greater than \$125,000.00, in an amount equal to at least five percent (5%) of the total amount of the final bid, or the equivalent in the form of a certified check or money order made payable to the City of Naples, Florida. Upon the award of the bid to successful Bidder, the selected Contractor shall be required to furnish bonds covering the faithful performance of the Contract and the payment of the obligations thereunder. The amount of these bonds shall each be one hundred percent (100%) of the contract price. The bonds shall be delivered to the City not later than the date of execution of the Contract. The Contractor shall require the attorney in fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. The surety of such bond shall be a duly authorized and nationally recognized surety company satisfactory to the City and duly licensed to do business in the State of Florida.

SUBCONTRACTORS:

Bidders shall list on the Proposal form the names and addresses of subcontractors or other persons or organizations proposed for portions of the Work, including those who are to furnish materials or equipment. The Work, materials or equipment to be provided by proposed subcontractors or others shall be described and the percentage of the total bid amount which their work represents shall be indicated.

The Bidder will be required to establish to the satisfaction of the Engineer and the City the reliability and responsibility of the proposed Subcontractors to furnish and perform the Work. If prior to the Notice of Award the Engineer notifies the Bidder in writing that either the City or the Engineer, after due investigation, has reasonable and substantial objections to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option, withdraw his bid without forfeiture of bid security. If the Bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the City may, at his discretion, accept the increased bid price or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the City and the Engineer must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of the City and the Engineer.

CERTIFICATES AND LICENSES:

The contractor shall provide notarized copies of all valid licenses and certificates required for the performance of the work. The notarized copies shall be delivered to the City of Naples no later than ten (10) days after the contractor receives the notice of award from the City of Naples. Current notarized copies of all licenses and certificates shall be provided to the City within forty-eight hours of demand at any time during the contract term. Contractor must be a licensed marine contractor, dredging contractor or general contractor with USL&H (longshoreman's) insurance.

TERMS OF CONTRACT:

The resulting contract will commence on the date of award and shall be in effect for a period of twelve months.

QUESTIONS:

Questions regarding this Bidder packet must be received in writing in the Purchasing Division,
No later than ten calendar days prior to the Bid closing date. Direct all questions to:

[Greg Givens, Acting Purchasing Manager](mailto:ggivens@naplesgov.com)
City of Naples, Purchasing Division
735 8th Street South
Naples, Florida 34102
PH: (239) 213-7100 FX: (239) 213-7105
ggivens@naplesgov.com

BID PROPOSAL FORM

Bidder

Office of the Purchasing Manager
City of Naples, Florida
735 8th Street South
Naples, Florida 34102

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person interested in the Proposal as principal or principals is or are named herein, and that no other person than herein named has any interest in this Proposal; that this proposal is made without connection with any other person, company, or parties making bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he had examined the Plans, Specifications and the Documents relative thereto, and has read all Addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions pertaining to the bid.

The Bidder proposes and agrees, if this Proposal is accepted, to furnish all items and/or labor and means of transportation in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications, to the full and entire satisfaction of the City, for the amounts contained in the Bid Schedule which is attached to and made a part of this proposal.

The Bidder also agrees to execute a contract within fourteen (14) consecutive days after written notice has been given of the award of contract, and concurrently to furnish to City a satisfactory contract bond and payment bond each equal to 100% of the base bid guaranteeing the faithful performance of the work and payment of the bills.

The Bidder further agrees to complete the work to be done as contained in the Bid Schedule within 180 calendar days of execution of contract. The City shall have and is hereby given the right to deduct and retain out of such monies which may be due, or which may be due or payable to the Contractor for the work to be done under this contract money as liquidated damages as determined in this document.

PROPOSAL FORM

The Bidder agrees to execute a contract with the City within 14 days of Notice of Award by the City. In all cases, the Work described herein must be completed within 180 days of the executed contract.

Accompanying this Proposal is a Bid Bond or Certified Check, payable to the City of Naples, in the amount of _____ - dollars (5% of the based bid) which is to be forfeited as Liquidated Damages if the Bidder fails to execute the Contract and furnish satisfactory Contract Bond under the conditions and within the time specified in this Proposal; otherwise, said Bid Bond Check is to be returned to the undersigned.

Street and Number
or PO Box Number

Name of Partnership,
Corporation or Individual

City, State Zip Code

Signature of Authorized
Partner, Corporation or Individual

Telephone No. & Area Code

Title

Acknowledgment
of Addenda:

Date

No.	Date
_____	_____
_____	_____
_____	_____

Affix Corporate Seal:

Attachments to Proposal:

Vendor Certification – Tie Bids
Subcontractor Statement
Bid Schedule
Bidder’s Qualification Statement
Statement of Non-Collusion

VENDOR CERTIFICATION

On identical tie bids, preference must be given to vendors submitting a certification with their bid that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. This certification is as follows:

Identical Tie Bids – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

SUBCONTRACTOR STATEMENT

List below the names and address of all proposed Subcontractors or other persons or organizations, including those who are furnishing materials or equipment. Describe the work, materials or equipment to be provided by each Subcontractor and indicate what percentage of the total work it represents. If no Subcontractors are to be used, indicate none below.

There will be subcontractors for this Work: Yes No

(If 'Yes' continue filling out subcontractor information, make additional sheets if required).

Subcontractor: _____

Address: _____

Type of Work (Check One): Subcontract Equipment Rental
Specialty or Equipment Supplied: _____

Dollar Amount/Percent of Work: _____ / _____ percent.

Insurance provided by: Subcontractor Prime Contractor

Subcontractor: _____

Address: _____

Type of Work (Check One): Subcontract Equipment Rental
Specialty or Equipment Supplied: _____

Dollar Amount/Percent of Work: _____ / _____ percent.

Insurance provided by: Subcontractor Prime Contractor

Subcontractor: _____

Address: _____

Type of Work (Check One): Subcontract Equipment Rental
Specialty or Equipment Supplied: _____

Dollar Amount/Percent of Work: _____ / _____ percent.

Insurance provided by: Subcontractor Prime Contractor

PORT ROYAL HABITAT ISLAND AND CANAL DREDGING PROJECT

BID SCHEDULE

Item No.	Description of Item	Unit	Est. Quantity	Unit Price	Total
1	Mobilization	LS	1		
2	Pre-Construction Video & Post-Construction Documentation	LS	1		
3	Layout and Post-Construction Surveys	LS	1		
4	Canal Excavation and Conveyance				
4a	Canal Excavation and Conveyance (Design Depth)	CY	17,960		
4b	Canal Excavation and Conveyance (Four Inch Overdredge Allowance)	CY	3,785		
4c	Oyster Shell Removal and Re-Use	CY	65		
5	Construct Habitat Island	LS	1		
6	Environmental Compliance, Turbidity Control and Testing	LS	1		
7	Demobilization	LS	1		
Base Bid Sub-Total (Items 1-7)					
8	Base Bid Unforeseen Conditions (5% of Sub-Total Above)	LS	1		
Base Bid Total (Items 1-6)					
Bid Option	Description of Item	Unit	Est. Quantity	Unit Price	Total
A	Habitat Island Vegetation				
A1	Furnish, Deliver and Install Habitat Island Vegetation	LS	1		
A2	Base Bid Unforeseen Conditions (5% of Item A1 Above)	LS	1		
Bid-Option A Total					

SUBMITTED ON _____, 2013

Name of Bidder _____

Signature _____

Name (typed) _____

Title _____

PORT ROYAL HABITAT ISLAND AND CANAL DREDGING PROJECT

BID SCHEDULE

Note: The equipment and procedures to be used by the Contractor for dredging and habitat island creation must be detailed below. Unit price alone will not be the only criteria used in selection of the Contractor. Methodology and timing/production rate will also be considered as well as other factors to be determined by the City.

Describe the equipment to be used excavate and transport the sediment from the canals to the habitat island site (equipment type, size, production rates, etc.): _____

Describe the quality control procedures and computer software to be implemented for establishing and maintaining horizontal positioning and vertical accuracy during the excavation of the canals: _____

Describe your proposed dewatering and turbidity control procedures inclusive of the use of a polymer/flocculent: _____

Describe your proposed equipment and methodology for construction of the habitat island:

Describe the proposed sequencing for the Work: _____

Describe prior experience filling geotextile containers and specific instances in which you used geotextile containers to dewater and contain fine sediment: _____

BIDDER'S STATEMENT OF QUALIFICATION

Name of Bidder: _____

Address of Office Responsible for Supervision of this Bid: _____

Person to Whom Questions should be Addressed: _____

Licenses Held by Bidder: _____

PERFORMANCE HISTORY:

List Any Litigation in which Bidder is involved and describe: (Use additional sheets if necessary)

Has Bidder defaulted on any contract in the last seven (7) years? Yes [] No [] If yes, describe details on separate sheet.

Are there any tax liens against Bidder? Yes [] No [] If yes, describe details on separate sheet.

Are there any outstanding judgments against Bidder: Yes [] No [] If yes, describe details on separate sheet.

Current value of work under contract: \$ _____

Surety: (If More than One Attach Separate Sheet)

Bid Bond [] Performance Bond [] Payment Bond []

Address of Surety: _____

Bonding Capacity of Bidder: \$ _____

Available Bonding Capacity of Bidder: \$ _____

BIDDER'S STATEMENT OF QUALIFICATION

REFERENCES:

The Contractor or major sub-contractor shall have a minimum of five years experience in all facets of the Work, including but not limited to canal dredging, sediment conveyance, and handling and dewatering of fine sediments using polymers and geotextile containers. The Contractor shall submit the following qualification documentation with their bid: The Contractor must demonstrate satisfactory performance on a minimum of five (5) similar projects with at least three (3) of those projects having been completed in the last two (2) years. At least two (2) of these projects must demonstrate experience handling and dewatering fine sediments through the use of geotextile containers. The following documentation shall be provided for each project: Project name, description, dredge type, dredge size and pump distance, dredge material characteristics, sediment handling and dewatering methods, Client's contact information, Engineer's contact information, a summary of change orders, scheduled completion date, actual completion date, name of Contractor's supervisor and a summary of any unique aspect of the project.

Project: _____ Total Dollar Amount: \$ _____

Owner: _____ Address of Owner: _____

Contact Person: _____ Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____ Bond Amount: \$ _____

Engineer/Architect: _____ Address of Engineer: _____

Contact Person: _____ Telephone No. _____

Project Description: _____

Project: _____

Total Dollar Amount: \$ _____

Owner: _____

Address of Owner: _____

Contact Person: _____

Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____

Bond Amount: \$ _____

Engineer/Architect: _____

Address of Engineer: _____

Contact Person: _____

Telephone No. _____

Project Description: _____

Project: _____

Total Dollar Amount: \$ _____

Owner: _____

Address of Owner: _____

Contact Person: _____

Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____

Bond Amount: \$ _____

Engineer/Architect: _____

Address of Engineer: _____

Contact Person: _____

Telephone No. _____

Project Description: _____

Project: _____

Total Dollar Amount: \$ _____

Owner: _____

Address of Owner: _____

Contact Person: _____

Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____

Bond Amount: \$ _____

Engineer/Architect: _____

Address of Engineer: _____

Contact Person: _____

Telephone No. _____

Project Description: _____

Project: _____

Total Dollar Amount: \$ _____

Owner: _____

Address of Owner: _____

Contact Person: _____

Telephone Number: _____

Is Project Complete: Yes [] No []

Name/Address of Surety: _____

Bond Amount: \$ _____

Engineer/Architect: _____

Address of Engineer: _____

Contact Person: _____

Telephone No. _____

Project Description: _____

BIDDER'S EQUIPMENT SCHEDULE

EQUIPMENT SCHEDULE 1: DREDGE PLANT AND EQUIPMENT

This schedule shall include equipment owned and/or operated by the Bidder and by any Subcontractor responsible for more than five percent (5%) of the total work. Indicate on the form below if the equipment is owned or operated by the Bidder or Subcontractor. Attach additional sheets if necessary.

Item	Number	Type	Capacity	Owner/Operator

NOTES: In preparing the above tabulation, the Bidder shall insert the following information under the appropriate heading, using a separate line for each major item and additional pages, if necessary.

- A. Number: For dredges, give identifying number of name.
- B. Type: Under this heading, give descriptions. For pipeline dredges, show inside diameter of discharge pipe, horsepower of pump engine, and type of power.
- C. Production: Under this heading, state the estimated productivity of the dredge plant in cubic yards per day when working materials similar to those which is anticipated will be encountered in the performance of the work.
- D. Location: Present location and estimated sailing time to project site.
- E. Booster Plants: Give number and size of plant and equipment schedule.
- F. Pipeline: Give sizes and lengths for floating, submerged, shore, etc.
- G. Electronic Monitoring (Positioning) Equipment: State the manufacturer's name, description of equipment, and methods of interfacing (if required) and accuracy.

BIDDER'S EQUIPMENT SCHEDULE

EQUIPMENT SCHEDULE 2: LAND-BASED EQUIPMENT

The Bidder is requested to state below the number and types of equipment proposed for use in the Project. This schedule shall include equipment owned and/or operated by the Bidder and by any Subcontractor responsible for more than five percent (5%) of the total work. Indicate on the form below if the equipment is owned or operated by the Bidder or a Subcontractor.

Item	Number	Type	Capacity	Owner/Operator
Trucks	_____	_____	_____ cy	_____
Trucks	_____	_____	_____ cy	_____
Trucks	_____	_____	_____ cy	_____
Dozers	_____	_____	_____ cy	_____
Dozers	_____	_____	_____ cy	_____
Dozers	_____	_____	_____ cy	_____
Others	_____	_____	_____	_____
Others	_____	_____	_____	_____
Others	_____	_____	_____	_____

WITNESSETH:

That the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, as identified in this Contract Document in a manner and form as provided by the following Contract Documents, which are attached hereto and made a part hereof, as if fully contained herein:

Notice to Contractors

Instructions to Bidders

Proposal

Bid Schedule

Contract

Technical Special Conditions

Specifications

Plans

Bidders Qualification Statement

Addenda Issued Prior to Bid Opening

Addenda:	No.	Date
	_____	_____
	_____	_____
	_____	_____
	_____	_____

2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed of the Second Party, which shall be no later than 15 days from the Notice of Award, and shall fully complete all work hereunder within 180 consecutive calendar days from said date.

3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement in accordance with the unit prices submitted herein and based on actual final measures of said units.
4. That on or before the last day of each calendar month, the Second Party shall make partial payments to the First Party on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, LESS ten percent (10%) of the amount of such estimate, which is to be retained by the Second Party until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the Second Party.
5. That upon submission by the Contractor, under oath, of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the First Party of all work by the Second Party.
6. It is further mutually agreed between the parties hereto that time is of the essence in this Contract. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time proposed by the bidder, or any authorized extension thereof, or fails to complete the removal of sediment and rock in the amounts listed in the Bid Tabulation from the canals within 120 days, \$1,450.00 per day for each calendar day that any of that work shall remain uncompleted after the specified or adjusted substantial completion time shall be deducted from the monies due the Contractor, or in case no money is due or the money due the Contractor is not sufficient, his Surety shall be held liable for such amount, not as a penalty, but as Liquidated Damages. If the Contractor fails to complete the entirety of the work for final completion and restore the dewatering area to acceptable conditions within 180 days, \$725.00 per day for each calendar day that any work shall remain uncompleted after the specified or adjusted final completion time shall be deducted from the monies due the Contractor, or in case no money is due or the money due the Contractor is not

sufficient, his Surety shall be held liable for such amount, not as a penalty, but as Liquidated Damages.

- 6. No additional work or extras shall be done unless the same shall be duly authorized by appropriate action by the party of the Second Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

WITNESSES:

Contractor

By

Title

Seal:
City of Naples
By _____

Title

Approved as to form:

Seal:

City Attorney

PERFORMANCE BOND

STATE OF FLORIDA, COLLIER COUNTY

KNOW ALL MEN BY THESE PRESENTS _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Naples, Collier County, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2013, entered into an Agreement with City for the _____, which Agreement is by reference made a part hereof and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Agreement and his obligations thereunder, and shall indemnify the City and save the City harmless against and from all costs, expenses and damages arising from the performance of said Agreement or the repair of any work thereunder, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the City the difference between the sum to which the said Principal would be entitled on the completion of the Agreement, and that sum which the City may be obliged to pay for the completion of said work by Agreement or otherwise, and any damages, direct or indirect or consequential, which the said City may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Agreement.

2. And this Bond shall remain in full force and effect for a period of time (1) year from the date of acceptance of the project by the City and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished accordingly to the terms of the Agreement, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the City, for the reasons above stated needs to be replaced, repaired or made good during that time, the City shall notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the City shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.

3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Agreement to the work, or to the Specifications.

4. The Surety represents and warrants to the City that they have a Best's Key Rating Guide general Policyholder's rating of "A- _____" and Financial Category of "Class XIII _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____, 2013, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTINUED ON NEXT PAGE

PERFORMANCE BOND

WITNESSES: (If Sole the Cityship or Partnership, two (2) Witnesses required) (If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

COUNTERSIGNATURE:

name (print)
address
city, state zip

PAYMENT BOND

STATE OF FLORIDA, COLLIER COUNTY

KNOW ALL MEN BY THESE PRESENTS

_____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Naples, Collier County, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2013, entered into an Agreement with City for the Project which Agreement is by reference made a part hereof and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall promptly make all payments to all claimants, as hereinbelow defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal of any subcontractor in the prosecution of the work provided for in said Agreement, and is further defined in Section 713.01 of the Florida Statutes.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereinunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection.
 - b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete

delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

- c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to equal to the minimum period of limitation permitted by such law.
 - d. Other than is a state court of competent jurisdiction in and for the City, County or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the City any sum which the City may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Agreement.
 5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waive notice of any such changes, extension of time, alterations of or addition to the terms of the Agreement, or to the work to the Specifications.
 6. The Surety represents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's rating of " _____ " and Financial Category of "Class _____ ".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under the several seals, this _____ day of _____, 2013, A.D., the name and corporate seal of each corporate party hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTINUED ON NEXT PAGE

PAYMENT BOND

WITNESSES: (If Sole the Cityship or Partnership, two (2) Witnesses required) (If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

COUNTERSIGNATURE:

name (print)
address
city, state zip

INSURANCE REQUIREMENTS

The Contractor Shall not commence work until he has obtained all the Insurance required under this heading, and until such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the City.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for the City's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Ratio of no less than B+VII, satisfactory to the City, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance Fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the City, and any subcontractor performing

work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall also maintain automobile liability insurance including “nonowned and hired” coverage. The entire cost of this insurance shall be borne by the Contractor. The amount of such insurance shall be as follows:

WORKERS COMPENSATION Insurance as in at least the minimum amounts as required by state law; including Employer’s Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease.

COMMERCIAL GENERAL LIABILITY Insurance including Bodily Injury, Property Damage, Personal Injury, Pollution Liability, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations, and XCU exposure with combined single limits of not less than \$1,000,000 per occurrence.

COMMERCIAL AUTOMOBILE LIABILITY Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

The Contractor also agrees to hold harmless and indemnify the City of Naples for any claims arising out of his/her actions, including any legal fees incurred.

Contractual Indemnity Hold Harmless Endorsement exactly as written in “indemnification” is clause as follows:

The Contractor/Vendor, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The

City of Naples and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed thereunder. This provision shall also pertain to any claims brought against the City by any employee of the names Contractor/Vendor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first Ten dollars (\$10.00) of money received in the contact price is considered as payment of this obligation by the City. This section does not pertain to any incident arising from the sole negligence of The City of Naples.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate: "These coverages are primary to all other coverages the City possesses for this contract only."

The City of Naples shall be named as the Certificate Holder.

NOTE: The Certificate Holder should read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable. Thirty (30) days cancellation notice required. The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."