RESOLUTION NO. 19-01-05

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATION OF THE RFP 18-22 EVALUATION COMMITTEE FOR CONSTRUCTION OF A VENETIAN SHORES STORMWATER MANAGEMENT SYSTEM; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR THE REQUESTED SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Venetian Shores development experiences stormwater management problems, even during small rain events; and

WHEREAS, the South Florida Water Management District ("SFWMD") awarded Islamorada, Village of Islands (the "Village") a grant for construction of a stormwater management system along Bayview Drive, Villa Bella Drive and a portion of Venetian Boulevard within Venetian Shores; and

WHEREAS, the Village contracted with The Weiler Engineering Corporation ("Weiler") for the design of a stormwater management system for Bayview Drive, Villa Bella Drive and a portion of Venetian Boulevard and submitted the final construction plans to Village staff; and

WHEREAS, the Village needs a Florida licensed general contractor capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services to construct the stormwater management system along Bayview Drive, Villa Bella Drive and a portion of Venetian Boulevard within Venetian Shores; and

WHEREAS, the Village advertised a Request for Proposals for Construction of Venetian Shores Stormwater Management System ("RFP 18-22") from December 3, 2018 through January 17, 2019, attached as Exhibit "A" hereto; and
WHEREAS, the Village Clerk received two (2) proposals in response to RFP 18-22; and

WHEREAS, the Village Manager created an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of the contractor; and

WHEREAS, the Committee reviewed the two (2) proposals received using the selection criteria and point system detailed in the RFP and ranked the proposals as follows:

<table>
<thead>
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<th>Bid Rank</th>
<th>Proposer/Firm Name</th>
<th>Proposal Cost</th>
<th>Points (out of 450)</th>
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<tr>
<td>1</td>
<td>Ferreira Construction Southern</td>
<td>$1,593,050.00</td>
<td>416</td>
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<tr>
<td></td>
<td>Division, Co., Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>J. A. LaRocco Enterprises, Inc.</td>
<td>$1,631,427.00</td>
<td>394</td>
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WHEREAS, the Committee recommends Ferreira Construction Southern Division Co, Inc. ("Ferreira") for selection as the top-ranked proposer; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firm to construct the stormwater management system along Bayview Drive, Villa Bella Drive and a portion of Venetian Boulevard within Venetian Shores; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Ranking. The Village Council of Islamorada, Village of Islands, hereby approves the Committee’s final rankings and recommendation.
Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to accept the proposal from Ferreira and to negotiate the terms and conditions of a Professional Services Agreement with Ferreira to be subsequently presented to the Village Council for approval.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Ken Davis, second by Vice Mayor Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Deb Gillis YES
Vice Mayor Mike Forster YES
Councilman Ken Davis YES
Councilwoman Cheryl Meads ABSENT
Councilman Jim Mooney YES

PASSED AND ADOPTED ON THIS 31ST DAY OF JANUARY, 2019.

DEB GILLIS, VILLAGE MAYOR

ATTEST:

KELLY S. TOOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY
Sealed Bids for the construction of the Venetian Shores Stormwater Management System will be received, by Islamorada, Village of Islands (the “Village”) at 86800 Overseas Highway, Islamorada, FL 33036, until 3:00pm local time on January 17, 2018, at which time the Bids received will be publicly opened and read by the Village Clerk. The Project consists of constructing approximately 1,280 linear feet of exfiltration trenches, approximately 1,846 linear feet of solid pipe, approximately 1,241 linear feet of 18” perforated HDPE pipe, (40) 30” Nyloplast inlets and (1) modified FDOT Type H inlet. Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Procurements and Grant Administrator, 86800 Overseas Highway, Islamorada, FL 33036 Contact: Ana Hernandez ana.hernandez@islamorada.fl.us (305) 664-6453. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8am-5pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined online at www.demandstar.com or www.islamorada.fl.us/departments/finance_and_administration/purchasing/purchasing_bids.php or the office of Islamorada, Village of Islands 86800 Overseas Highway, Islamorada, FL 33036; on Mondays through Fridays between the hours of 8am-5pm; and the office of the Engineer, Weiler Engineering Corporation 201. W. Marion Ave., Suite 1306 Punta Gorda, FL 33950, on Mondays through Fridays between the hours of 8am-5pm.

Bidding Documents may be obtained from the Issuing Office during the hours indicated above. Bidding Documents are available in pdf format through email. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder’s date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets
of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A mandatory pre-bid conference will be held at 9am local time on December 12, 2018 at 86800 Overseas Highway, 3rd FL, Islamorada, FL 33036. Attendance at the pre-bid conference is mandatory. Any bid submitted by a contractor who did not attend the pre-bid conference will be disqualified and not evaluated.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: Islamorada, Village of Islands
By: Ana Hernandez
Title: Procurement and Grant Administrator
Date: December 3, 2018

++ END OF ADVERTISEMENT FOR BIDS ++
A. INSTRUCTIONS TO BIDDERS

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ARTICLE 1- DEFINED TERMS

1.02 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office — The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder’s authority to do business in the state of Florida.

B. Bidder’s state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”

D. Provide at least 3 project management/project experience examples on projects with a similar scope.

3.02 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
4.02  **Existing Site Conditions**

A. **Subsurface and Physical Conditions; Hazardous Environmental Conditions**

1. The Supplementary Conditions identify:
   a. those reports known to Owner of explorations and tests of subsurface conditions
      at or adjacent to the Site.
   b. those drawings known to Owner of physical conditions relating to existing surface
      or subsurface structures at the Site (except Underground Facilities).
   c. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any
   Bidder on request. These reports and drawings are not part of the Contract
   Documents, but the Technical Data contained therein upon whose accuracy Bidder is
   entitled to rely, as provided in the General Conditions, has been identified and
   established in the Supplementary Conditions. Bidder is responsible for any
   interpretation or conclusion Bidder draws from any Technical Data or any other data,
   interpretations, opinions, or information contained in such reports or shown or
   indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition
   of Technical Data set forth in Article 1 of the General Conditions will apply.

B. **Underground Facilities: Information and data shown or indicated in the Bidding Documents**
   with respect to existing Underground Facilities at or adjacent to the Site are set forth in the
   Contract Documents and are based upon information and data furnished to Owner and
   Engineer by owners of such Underground Facilities, including Owner, or others.

C. **Adequacy of Data:** Provisions concerning responsibilities for the adequacy of data furnished
   to prospective Bidders with respect to subsurface conditions, other physical conditions, and
   Underground Facilities, and possible changes in the Bidding Documents due to differing or
   unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05
   of the General Conditions. Provisions concerning responsibilities for the adequacy of data
   furnished to prospective Bidders with respect to a Hazardous Environmental Condition at
   the Site, if any, and possible changes in the Contract Documents due to any Hazardous
   Environmental Condition uncovered or revealed at the Site which was not shown or
   indicated in the Drawings or Specifications or identified in the Contract Documents to be
   within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03  **Site Visit and Testing by Bidders**

A. Bidder shall conduct the required Site visit during normal working hours and shall not
   disturb any ongoing operations at the Site. Contact Ana Hernandez at (305) 644-6453 to
   schedule a site visit.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of
   Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting,
   the Owner will provide Bidder access to the Site to conduct such additional examinations,
   investigations, explorations, tests, and studies as Bidder deems necessary for preparing and
   submitting a successful Bid. Owner will not have any obligation to grant such access if doing
   so is not practical because of existing operations, security or safety concerns, or restraints
   on Owner’s authority regarding the Site.
D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner’s Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the
Work at the price bid and within the times required, and in accordance with the other
terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at
the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies
that Bidder discovers in the Bidding Documents and confirm that the written resolution
thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey
understanding of all terms and conditions for the performance and furnishing of the Work;

and

J. agree that the submission of a Bid will constitute an incontrovertible representation by
Bidder that Bidder has complied with every requirement of this Article, that without
exception the Bid and all prices in the Bid are premised upon performing and furnishing the
Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or
advertisement to bid. Representatives of Owner and Engineer will be present to discuss the
Project. Bidders are required to attend and participate in the conference. Engineer will transmit
to all prospective Bidders of record such Addenda as Engineer considers necessary in response
to questions arising at the conference. Oral statements may not be relied upon and will not be
binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted in
writing to Procurements and Grant Administrator, 86800 Overseas Highway Islamorada, FL
33036 Contact: Ana Hernandez or by email to ana.hernandez@islamorada.fl.us, no later than
December 31, 2018. Interpretations or clarifications considered necessary by Engineer in
response to such questions will be issued by Addenda delivered to all parties recorded as having
received the Bidding Documents. Questions received less than seven days prior to the date for
opening of Bids may not be answered. Only questions answered by Addenda will be binding.
Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid security will not be required.

ARTICLE 9 – CONTRACT TIMES

9.01 Contract time for Substantial Completion will be **90 days** from issuance of the Notice to Proceed.
Final completion and readiness for final payment shall be **120 days** from the issuance of the
Notice to Proceed.
ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.
ARTICLE 13 — PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.
   A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
   B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 — BASIS OF BID

14.01 Lump Sum
   A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 Unit Price
   A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

14.03 Allowances
   A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor’s overhead, costs, profit, and other expenses on account of cash allowances,

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to Islamorada, Village of Islands, 86800 Overseas Highway, Islamorada, FL 33036. Attn: Village Clerk.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened publicly.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the highest ranked responsible and responsive Bidder.

19.03 Evaluation of Bids
   A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

   For the determination of the highest ranked Bidder, the Owner will review the information submitted as required by Article 7 of the Bid Response Form and assign numerical values for each of the following categories:
   - Company Overview 0-10 Points
   - Similar Project/Management Experience 0-20 Points
   - Project Price 0-50 Points
   - Approach/Project Timeline 0-50 Points
   - References 0-20 Points

   **TOTAL POINTS 0-150 Points**

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as
identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.
**BID FORM**

Venetian Shores Stormwater Management System

RFP 18-22

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<td>Article 9 – Bid Submittal</td>
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</tbody>
</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Islamorada, Village of Islands
Administration and Public Safety Headquarters
86800 Overseas Highway 3rd Floor
Islamorada, FL 33036
Attn: Village Clerk

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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<tr>
<th>Addendum No.</th>
<th>Addendum, Date</th>
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B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and
observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidder to include in other Bid item(s) the other costs (if any) associated with accepting such assignment and administering the assigned contract.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Lump Sum Bid Price</th>
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<tbody>
<tr>
<td>1</td>
<td>1,280 linear feet of exfiltration trenches</td>
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<td>2</td>
<td>1,846 liner feet of solid pipe</td>
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<tr>
<td>3</td>
<td>1,241 linear feet of 18” perforated HDPE pipe</td>
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<td>4</td>
<td>(40) 30” Nyloplast inlets</td>
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<tr>
<td>5</td>
<td>Mobilization, Bonds, Insurance (7.5% Max)</td>
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</table>

TOTAL LUMP SUM BID PRICES

Bidder acknowledges that each Lump Sum Bid Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Company Overview
B. List of Proposed Subcontractors;
C. List of Project References;
D. Evidence of authority to do business in the state of Florida; or a written covenant to obtain such license within the time for acceptance of Bids;
E. Contractor’s License No.: __________;
F. Required Bidder Qualification Statement with supporting data:
G. Project Approach and Timeline
ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

By: ________________________________
[Signature] ________________________________
[Printed name] ________________________________
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ________________________________
[Signature] ________________________________
[Printed name] ________________________________
Title: ________________________________
Submittal Date: ________________________________

Address for giving notices:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Telephone Number: ________________________________
Fax Number: ________________________________
Contact Name and e-mail address: ________________________________

Bidder’s License No.: ________________________________
(where applicable)
QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:
   Official Name of Firm: ________________________________
   Address: _________________________________________
   _______________________________________________
   _______________________________________________
   _______________________________________________

2. SUBMITTED TO: ________________________________

3. SUBMITTED FOR:
   Owner: _________________________________________
   Project Name: ____________________________________
   _______________________________________________
   _______________________________________________
   _______________________________________________

   TYPE OF WORK: ________________________________
   ______________________________________________
   ______________________________________________
   ______________________________________________

4. CONTRACTOR'S CONTACT INFORMATION
   Contact Person: __________________________________
   Title: __________________________________________
   Phone: _________________________________________
   Email: _________________________________________

5. AFFILIATED COMPANIES:

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6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP
   Name of Owner: ________________________________
   Doing Business As: ____________________________
   Date of Organization: __________________________

☐ PARTNERSHIP
   Date of Organization: __________________________
   Type of Partnership: ____________________________
   Name of General Partner(s): ______________________

☐ CORPORATION
   State of Organization: __________________________
   Date of Organization: __________________________
   Executive Officers:
       - President: ________________________________
       - Vice President(s): _________________________
       - Treasurer: _______________________________
       - Secretary: _______________________________

☐ LIMITED LIABILITY COMPANY
7. LICENSING

Joint Venture Managing Partner
- Name:
- Address:

Joint Venture Managing Partner
- Name:
- Address:

Joint Venture Managing Partner
- Name:
- Address:

State of Organization: ____________________________________________
Date of Organization: ____________________________________________
Members: ________________________________________________________

☐ JOINT VENTURE

State of Organization: ____________________________________________
Date of Organization: ____________________________________________
Form of Organization: ____________________________________________

Joint Venture Managing Partner
- Name: _________________________________________________________
- Address: ______________________________________________________

Joint Venture Managing Partner
- Name: _________________________________________________________
- Address: ______________________________________________________

Joint Venture Managing Partner
- Name: _________________________________________________________
- Address: ______________________________________________________

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8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: ____________________________

Minority Business Enterprise: ____________________________

Woman Owned Enterprise: ____________________________

Small Business Enterprise: ____________________________

Other (________________________): ____________________________

9. BONDING INFORMATION

Bonding Company: ____________________________

Address: ______________________________________

Bonding Agent: ____________________________

Address: ______________________________________

Contact Name: ____________________________

Phone: ____________________________

Aggregate Bonding Capacity: ____________________________

Available Bonding Capacity as of date of this submittal: ____________________________

10. FINANCIAL INFORMATION
11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on Schedule A all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES  ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES  ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES  ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:
Name of Contractor's Safety Officer: ___________________ 

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

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<thead>
<tr>
<th>YEAR</th>
<th>EMR</th>
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Total Recordable Frequency Rate (TRFR) for the last 5 years:

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<th>YEAR</th>
<th>TRFR</th>
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Total number of man-hours worked for the last 5 Years:

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<table>
<thead>
<tr>
<th>YEAR</th>
<th>TOTAL NUMBER OF MAN-HOURS</th>
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Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

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<th>YEAR</th>
<th>DART</th>
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13. **EQUIPMENT:**

**MAJOR EQUIPMENT:**

List on Schedule C all pieces of major equipment available for use on Owner's Project.
I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: ________________________________

BY: ________________________________

TITLE: ________________________________

DATED: ________________________________

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _________ DAY OF _________, 20____

NOTARY PUBLIC - STATE OF __________________________

MY COMMISSION EXPIRES: __________________________

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).

2. Schedule B (Previous Experience).

3. Schedule C (Major Equipment).

4. Audited balance sheet for each of the last 3 years for firm named in Section 1.

5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.

6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.

7. Required safety program submittals listed in Section 13.

8. Additional items as pertinent.
## SCHEDULE A

### CURRENT EXPERIENCE

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Owner's Contact Person</th>
<th>Design Engineer</th>
<th>Contract Date</th>
<th>Type of Work</th>
<th>Status</th>
<th>Cost of Work</th>
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## SCHEDULE B

### PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Owner's Contact Person</th>
<th>Design Engineer</th>
<th>Contract Date</th>
<th>Type of Work</th>
<th>Status</th>
<th>Cost of Work</th>
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Qualification Statement
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## SCHEDULE B

**PREVIOUS EXPERIENCE** (Include ALL Projects Completed within last 5 years)

<table>
<thead>
<tr>
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