

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 19, 2022

Agenda Item:

Sandy Lane and Via Coconut Point Bridge Rehabilitation - RFB 2021-04

Description:

Recent inspections of the Sandy Lane bridge over the Estero River and the Via Coconut Point box culverts over tributaries of Halfway Creek identified areas in need of maintenance. All structures were determined to be in good condition, but maintenance is required to keep them in good condition.

The Village of Estero hired Kisinger Campo and Associates to design improvements to address the issues identified in the bridge inspection reports. The design and permitting was completed in 2021.

The Village of Estero requested bids to perform the necessary rehabilitation work on both bridges and a bid was received on November 30, 2021.

The action requested completes the competitive bid process by approving award of the bid and accompanying contract to the lowest responsive and responsible bidder.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approve award of Request for Bids No. RFB 2021-04, Sandy Lane and Via Coconut Point Bridge Rehabilitation to Thomas Marine Construction, Inc. to perform the rehabilitation work at a cost of \$349,851.

Also approve a contingency fund amount of \$35,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

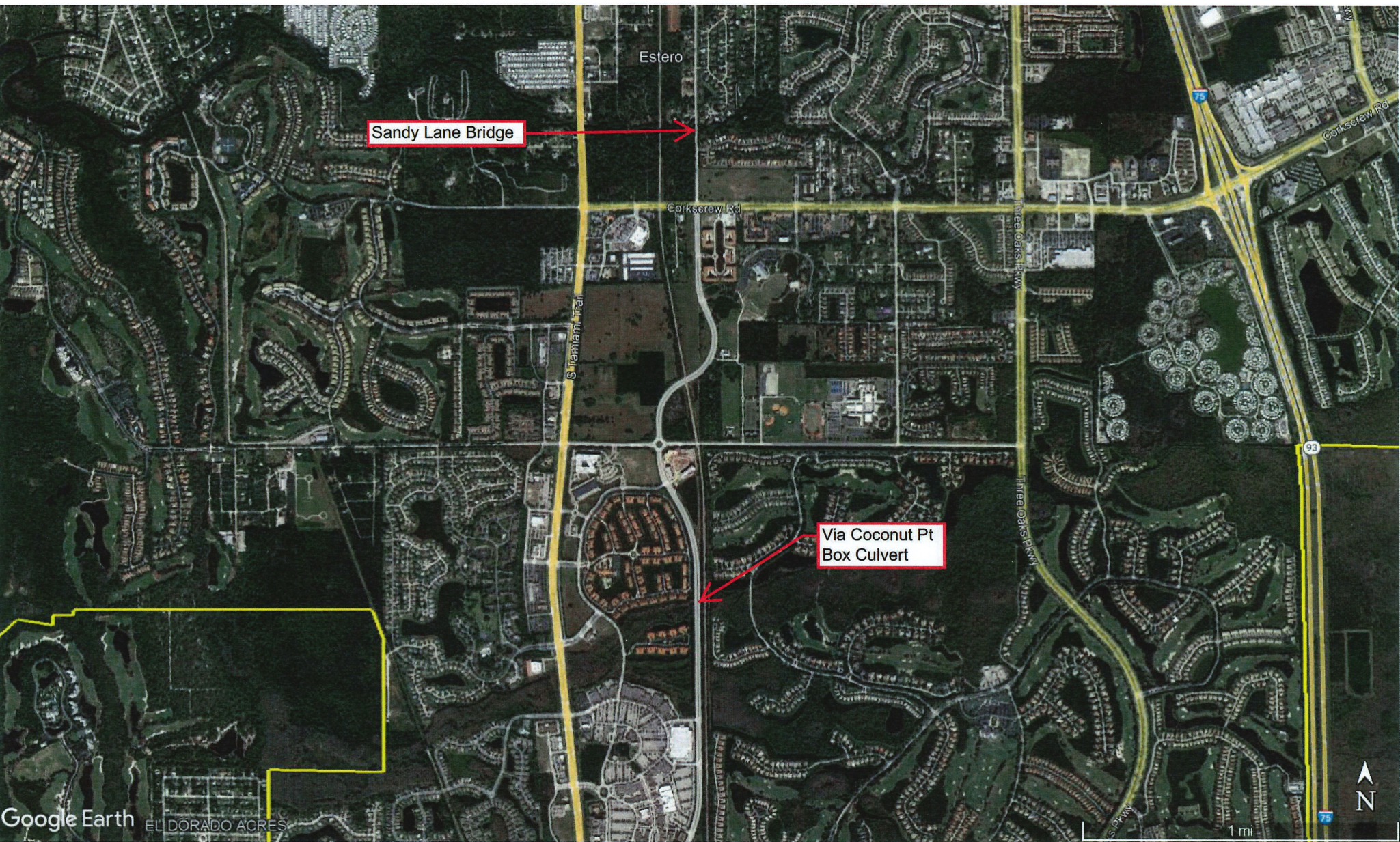
Financial Impact:

The financial impact of the proposed project is \$384,851. This includes the contract amount plus a 10% contingency.

The Fiscal Year 2021-2022 Capital Improvement Budget includes \$400,000 for this bridge maintenance project.

Attachments:

1. Location Map
2. Thomas Marine Construction, Inc. Bid
3. Contract
4. Vendor Disclosure Form
5. Construction Plans



Sandy Lane Bridge

Estero

Corkscrew Rd

S Miami Trail

Three Oaks Pkwy

Three Oaks Pkwy

Via Coconut Pt
Box Culvert

93

75

75



1 mi

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
SANDY LANE AND VIA COCONUT POINT
BRIDGE REHABILITATION

DATE SUBMITTED: 11/30/2021

VENDOR NAME: Thomas Marine Construction, Inc.

TO: The Village of Estero
Estero, Florida

Having carefully examined the "General Provisions", and the "Special Provisions", all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: N/A

SANDY LANE AND VIA COCONUT POINT
BRIDGE REHABILITATION

SANDY LANE OVER ESTERO RIVER (BRIDGE NO. 124008) - TOTAL COST:	\$ <u>276,486.⁰⁰</u>
VIA COCONUT POINT OVER NORTH FLOW WAY (BRIDGE NO. 124130) - TOTAL COST:	\$ <u>73,365.⁰⁰</u>
GRAND TOTAL PROJECT COST:	\$ <u>349,851.⁰⁰</u>

ACQUISITION OF ALL REQUIRED MATERIALS SHALL BE ACHIEVED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

SUBSTANTIAL COMPLETION SHALL BE ACHIEVED WITHIN 240 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

FINAL COMPLETION SHALL BE ACHIEVED NOT LATER THAN 30 CALENDAR DAYS FOLLOWING SUBSTANTIAL COMPLETION.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications:

YES _____ NO X _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME Thomas Marine Construction, Inc.

BY (Printed): Kevin C. Shimp

BY (Signature): _____

TITLE: President

FEDERAL ID # OR S.S.# 59/2163377

ADDRESS: 8999 High Cotton Lane

Fort Myers, FL 33905

PHONE NO.: 239-337-0008

FAX NO.: 239-337-0099

CELLULAR PHONE NO.: 239-707-0096

E-MAIL ADDRESS: kcshimp@aol.com

Sandy Lane over Estero River (Bridge No. 124008)

Pay Item No.	Pay Item Description	Unit	Quantity	Unit Price (\$/Unit)	Total Cost (\$)
101-1	MOBILIZATION	LS	1	\$37,500.00	\$37,500.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$34,100.00	\$34,100.00
104-11	FLOATING TURBIDITY BARRIER	LF	195	\$33.00	\$6,435.00
120-5	CHANNEL EXCAVATION	CY	82.7	\$590.00	\$48,793.00
121-70-2	FLOWABLE FILL	CY	10.5	\$720.00	\$7,560.00
110-1-1	CLEARING & GRUBBING	AC	0.05	\$110,000.00	\$5,500.00
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	10	\$500.00	\$5,000.00
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG. DEPTH	SY	304	\$95.00	\$28,880.00
337-7-81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	25	\$445.00	\$11,125.00
524-4-2	CLEANING AND SEALING JOINTS IN EXISTING CONCRETE SURFACES	LF	68	\$140.00	\$9,520.00
530-1	RIPRAP, SAND-CEMENT	CY	0.4	\$15,000.00	\$6,000.00
530-3-3	RIPRAP- RUBBLE, BANK AND SHORE	TN	185.3	\$270.00	\$50,031.00
530-74	BEDDING STONE	TN	82.5	\$300.00	\$24,750.00
711-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.038	\$17,000.00	\$646.00
711-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.038	\$17,000.00	\$646.00
Total Bridge Cost:					\$276,486.00

Via Coconut Point over North Flow Way (Bridge No. 124130)

Pay Item No.	Pay Item Description	Unit	Quantity	Unit Price (\$/Unit)	Total Cost (\$)
101-1	MOBILIZATION	LS	1	\$9,850.00	\$9,850.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$6,500.00	\$6,500.00
401-70-3	RESTORE SPALLED AREAS, LATEX MODIFIED MORTAR- ACRYLIC	CF	101.5	\$280.00	\$28,420.00
411-1	EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	12	\$794.00	\$9,528.00
411-2	CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	167	\$85.00	\$14,195.00
415-1-4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	LB	609	\$8.00	\$4,872.00
Total Bridge Cost:					\$73,365.00

Bridge No. 124008 Subtotal:	\$276,486.00
Bridge No. 124130 Subtotal:	\$73,365.00
Project Bid Grand Total:	\$349,851.00

Notes:

1. The Contractor shall familiarize themselves with the Contract Documents, including project General Notes and pay item notes within the Plans.
2. Payment for incidental items not specifically covered in the individual bid items shall be included in the contract unit price for the associated bid items.

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2021-04

Project Name: Sandy Lane and Via Coconut Point Bridge Rehabilitation

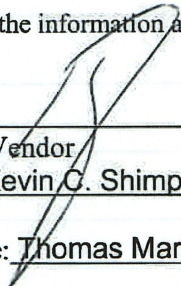
Please check as appropriate:

 I am the sole proprietor/owner. The company is not publicly held.

 X The company is not publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

 The company is publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: 

Vendor
Printed Name Kevin C. Shimp

Company Name: Thomas Marine Construction, Inc,

Date: 11/30/2021

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 2021-04 PROJECT NAME: Sandy Lane and Via Coconut Point
Bridge Rehabilitation

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

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.

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

Company Name: Thomas Marine Construction, Inc.

[Signature] Kevin C. Shimp, President 11/30/2021
Signature Title Date

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 30th day of November 2021, by Kevin C. Shimp who has produced

(Print or Type Name)

FL DL S510-503-71-401-0 as identification.

(Type of Identification and Number)

Linda Solich
Notary Public Signature

Linda Solich
Printed Name of Notary Public

GG 272882/February 5, 2023
Notary Commission Number/Expiration



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

VILLAGE OF ESTERO, FLORIDA
MAJOR INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Maritime Remedies – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:

Maintenance & Cure
Unseaworthiness;
Wrongful Death;
Jones Act;
Death on the High Seas Act;
Longshore and Harbor Workers' Act;

Protection and Indemnity;

And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
The Village of Estero, Florida
9401 Corkscrew Palms Circle
Estero, Florida 33928
 - b. *"The Village of Estero, Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

ACORD™

Client#: 164731 OWENAME1
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER EPIC Insurance Midwest 250 Monroe Ave NW, Suite 415 Grand Rapids, MI 49503	CONTACT NAME: Patti Zuk
	PHONE (A/C, No, Ext): 616-600-9677 FAX (A/C, No): E-MAIL ADDRESS: patti.zuk@epicbrokers.com
INSURED Thomas Marine Construction, Inc. 8999 High Cotton Lane Fort Myers, FL 33905	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co of Pittsburg NAIC # 19445
	INSURER B : Allied World National Assurance Company 10690
	INSURER C : New Hampshire Insurance Company 23841
	INSURER D : The Charter Oak Fire Insurance Company 25615
	INSURER E : Arch Specialty Insurance Company 21199
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL3118752	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA2446812	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		03119130	09/01/2021	09/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below N/A		W013326633	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased/Rented Equ		QT6607N171820COF	09/01/2021	09/01/2022	\$375,000/\$1,000 Ded.
E	Professional & Pollution Liab.		CPP003441010	09/01/2021	09/01/2022	\$3,000,000 per Occ/Agg \$50,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Village of Estero, Florida, its agents, employees and public officials are named as additional insured for the general liability as required by written contract.

CERTIFICATE HOLDER The Village of Estero, Florida 9401 Corkscrew Palms Circle Estero, FL 33928	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Village of Estero
(Print name of the public entity)

by Kevin C. Shimp, President
(Print individual's name and title)

for Thomas Marine Construction, Inc.
(Print name of entity submitting sworn statement)

whose business address is 8999 High Cotton Lane, Fort Myers, FL 33905

(If applicable) its Federal Employer Identification Number (FEIN) is 59-2163377

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

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

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

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

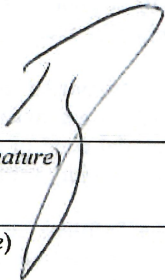
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

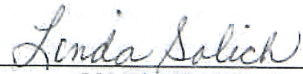


(Signature)
11/30/2021

(Date)

STATE OF Florida
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Kevin C. Shimp
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 30th day
of November, 2021.



(NOTARY PUBLIC)

My Commission Expires: February 5, 2023



TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. <u>N/A</u>	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ <u>0.00</u>				_____

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

 (Signature)
 Thomas Marine Construction, Inc.
 (Company Name)

STATE OF Florida
 COUNTY OF Lee

The foregoing instrument was acknowledged before me this 30th day of November, 2021 by Kevin C. Shimp, President (name and title of corporate officer) of Thomas Marine Construction, Inc. (name of corporation), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.



Linda Solich
 (signature line for notary public)
 Linda Solich
 (name of notary typed, printed or stamped)
 Secretary/Office Manager
 (title or rank)

My commission expires:
February 5, 2023

 (serial number, if any)

BID BOND

Complete EITHER Village of Estero Paper Bid Bond OR provide Irrevocable Letter of Credit

KNOW ALL MEN BY THESE PRESENTS, that we

Thomas Marine Construction, Inc. as Principal, and

(BIDDER'S Name)
Travelers Casualty & Surety Company of America a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto THE VILLAGE OF ESTERO, FLORIDA, ESTERO, FLORIDA, a Municipal Corporation of the State of Florida,

in the SUM OF 5% of the attached bid

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 23rd day of Nov., 2021

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

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the VILLAGE and provide other Insurance as may be required to the VILLAGE within seven (7) calendar days after the written Notice of Award date, or within such extended period as the VILLAGE may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said VILLAGE in money the difference between the amount of the Bid of said Principal and the amount for which said VILLAGE may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said VILLAGE if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Village of Estero Council that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

[Signature]
(By)

Thomas Marine Construction, Inc.
(SEAL)

(Principal)
Kevin C. Shimp
Printed Name

Witness as to Surety:

[Signature]

Travelers Casualty & Surety Company of America
(SEAL)

(Surety's Name)
[Signature]
(By-As Attorney-in-Fact, Surety)

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patti Zuk** of **GRAND RAPIDS**, Michigan, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **Nov.**, 20**21**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFB 2021-04
_____, for Sandy Lane and Via Coconut Point Bridge Rehabilitation
number] [Project name] Project or contract
2. This sworn statement is submitted by Thomas Marine Construction, Inc. whose
[Name of entity submitting sworn statement]
business address is 8999 High Cotton Lane, Fort Myers, FL 33905.
3. Federal Employer Identification Number (FEIN) is 59-2163377 (or
if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement).
4. My name is Kevin C. Shimp, President and my relationship to the
above is: **[Please print name of individual signing]**

5. Based on information and belief, the certification, which I have marked below, is true in relation to the
entity submitting this sworn statement as required by §287.135, Florida Statutes.

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
 The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
 The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
 The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- The entity submitting this sworn statement does not have business operations in Cuba or Syria.
 The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

Thomas Marine Construction, Inc.

WITNESSES:

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

VILLAGE OF ESTERO

By: _____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By: _____
Carol Sacco, Village Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Burt Saunders, Village Attorney

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal

EXHIBIT A

Sandy Lane and Via Coconut Point Bridge Rehabilitation

STATEMENT OF WORK

A. PROJECT OVERVIEW

To perform bridge rehabilitation work at the following bridges: Sandy Lane Over Estero River (Bridge No. 124008) and Via Coconut Point Over North Flow Way (Bridge No. 124130).

B. SCOPE OF SERVICES

Services shall include, but are not limited to those as specified within RFB 2021-04.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

Total Cost (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFB 2021-04 – Total Cost: \$349,851.

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2021-04

Project Name: SANDY LANE AND VIA COCONUT POINT BRIDGE REHABILITATION

Please check as appropriate:

 I am the sole proprietor/owner. The company is not publicly held.

 X The company is not publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

 The company is publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: 
Vendor

Printed Name Kevin C Shimp, President

Company Name: Thomas Marine
Construction, Inc

Date: 11/30/2021

THE VILLAGE OF ESTERO

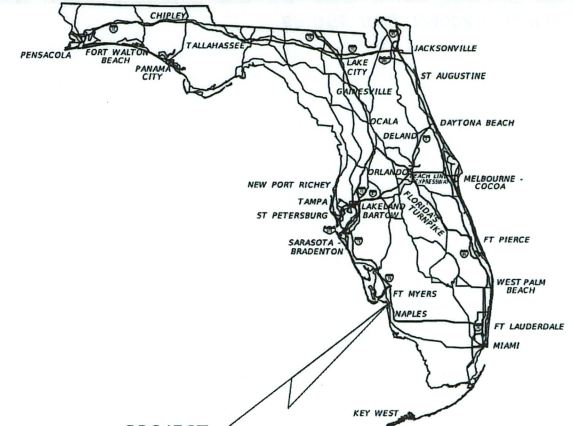
CONTRACT PLANS

SANDY LANE AND VIA COCONUT POINT
BRIDGE REHABILITATION

INDEX OF STRUCTURE PLANS

SHEET NO.	SHEET DESCRIPTION
B-1	KEY SHEET
B-2	SIGNATURE SHEET
B-3	SUMMARY OF PAY ITEMS
B-4	GENERAL NOTES
B-5	MISCELLANEOUS DETAILS
B-6	CONCRETE RESTORATION DETAILS
B1-1	PLAN AND ELEVATION - BRIDGE NO. 124008
B2-1	PLAN AND ELEVATION - BRIDGE NO. 124130

~~BK1-1 THRU~~
~~BK1-29~~ EXISTING PLANS BRIDGE NO. 124130



PROJECT LOCATION

BEGIN PROJECT
BRIDGE NO. 124008
<https://goo.gl/maps/UKWG1TabbY5KHXJXA>

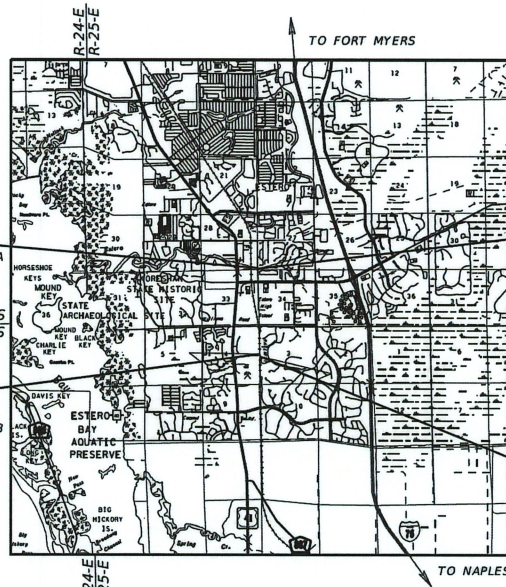
END PROJECT
BRIDGE No. 124008

T-46-S
T-47-S

T-46-S
T-47-S

BEGIN PROJECT
BRIDGE NO. 124130
<https://goo.gl/maps/vQ5wBELSYX2xVvZhb>

END PROJECT
BRIDGE No. 124130



PREPARED FOR:



PREPARED BY:



STRUCTURE PLANS
ENGINEER OF RECORD:

SCOTT A. BETZ, P.E. NO.: 81282
KISINGER CAMPO & ASSOCIATES, CORP.
201 N. FRANKLIN STREET, SUITE 400
TAMPA, FL 33602
PHONE: (813) 871-5331
VENDOR NO: 59-1677145

VILLAGE OF ESTERO
PROJECT MANAGER:

DAVID WILLEMS, P.E.

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY 2021-22 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs). Standard Plans for Road and Bridge Construction and associated IRs are available at the following website:
<http://www.fdot.gov/design/standardplans>

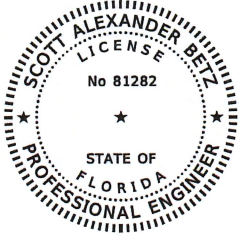
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2021 Standard Specifications for Road and Bridge Construction at the following website:
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks>

SHEET NO.

B-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

Kisinger Campo & Associates Corp.
201 N. Franklin Street
Suite 400
Tampa, FL 33602
Scott Alexander Betz, PE No. 81282

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
B-1	KEY SHEET
B-2	SIGNATURE SHEET
B-3	SUMMARY OF PAY ITEMS
B-4	GENERAL NOTES
B-5	MISCELLANEOUS DETAILS
B-6	CONCRETE RESTORATION DETAILS
B1-1	PLAN AND ELEVATION - BRIDGE NO. 124008
B2-1	PLAN AND ELEVATION - BRIDGE NO. 124130

BRIDGE NOS. 124008 & 124130

REVISIONS						DRAWN BY: ARF 01-21 CHECKED BY: SAB 01-21 DESIGNED BY: ARF 01-21 CHECKED BY: SAB 01-21	VILLAGE OF ESTERO			SHEET TITLE: SIGNATURE SHEET	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
Kisinger Campo & Associates Corp. 201 N. Franklin Street Suite 400 Tampa, FL 33602 Scott A. Betz, PE No. 81282							LEE	N/A	SANDY LANE AND VIA COCONUT POINT BRIDGE REHABILITATION	B-2	

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF STRUCTURE QUANTITIES - BRIDGE 124008

SECTION	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	P	F		
LUMP SUM ITEMS	101-1	MOBILIZATION		LS	1		1			
	102-1	MAINTENANCE OF TRAFFIC		LS	1		1			
	120-5	CHANNEL EXCAVATION		CY	48.5		82.7			
EARTHWORK			SOUTH CHANNEL							
			NORTH CHANNEL		34.2					
	121-70-2	FLOWABLE FILL	NORTHEAST SLOPE SOUTHWEST SLOPE	CY	10.4 0.1		10.5			
SPECIAL FEATURES	104-11	FLOATING TURBIDITY BARRIER	SOUTH CHANNEL	LF	101		195			
			NORTH CHANNEL		94					
	110-4-10	REMOVAL OF EXISTING CONCRETE	SOUTHEAST OUTFALL	SY	5		10			
			NORTHEAST OUTFALL		5					
	110-1-1	CLEARING & GRUBBING	CHANNEL	AC	0.05		0.05			
	327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG. DEPTH	ASPHALT OVERLAY	SY	304		304			
	337-7-81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	ASPHALT OVERLAY	TN	25.0		25.0			
	524-4-2	CLEANING AND SEALING JOINTS IN EXISTING CONCRETE SLOPE PAVEMENT	ABUTMENT 1	LF	34		68			
			ABUTMENT 2		34					
	530-1	RIPRAP, SAND-CEMENT	NORTHEAST SLOPE	CY	0.4		0.4			
	530-3-3	RIPRAP- RUBBLE, BANK AND SHORE	SOUTH CHANNEL	TN	110.4		185.3			
			NORTH CHANNEL		74.9					
	530-74	BEDDING STONE	SOUTH CHANNEL	TN	49.2		82.5			
			NORTH CHANNEL		33.3					
	711-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	ASPHALT OVERLAY	GM	0.038		0.038			
711-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	ASPHALT OVERLAY	GM	0.038		0.038				

SUMMARY OF STRUCTURE QUANTITIES - BRIDGE 124130

SECTION	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	P	F		
LUMP SUM ITEMS	101-1	MOBILIZATION		LS	1		1			
	102-1	MAINTENANCE OF TRAFFIC		LS	1		1			
CULVERT	401-70-3	RESTORE SPALLED AREAS, LATEX MODIFIED MORTAR-ACRYLIC	CEILINGS & WALLS	CF	101.5		101.5			
	411-1	EPOXY MATERIAL FOR CRACK INJECTION-STRUCTURES REHAB	CEILINGS & WALL JOINTS	GA	12		12			
	411-2	CRACKS INJECT & SEAL- STRUCTURES REHAB	CEILINGS & WALL JOINTS	LF	167		167			
	415-1-4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	CEILINGS & WALLS	LB	609		609			

PAY ITEM NOTES:

1. THE COST ASSOCIATED WITH THE REMOVAL OF DEBRIS, SILT, AND OTHER DELETERIOUS MATERIALS AT THE PROJECT SITES NECESSARY FOR THE COMPLETION OF REHABILITATION OPERATIONS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR PAY ITEM 110-1-1 CLEARING AND GRUBBING.
2. THE COST ASSOCIATED WITH THE EXCAVATION AND REMOVAL OF EMBANKMENT MATERIAL NECESSARY FOR THE INSTALLATION OF BEDDING STONE AND RUBBLE RIPRAP SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR PAY ITEM 530-3-3 RIPRAP - RUBBLE, BANK AND SHORE.
3. THE COST ASSOCIATED WITH THE REMOVAL OF EXISTING DRAINAGE FLUME CONCRETE SHALL BE COVERED IN THE CONTRACT UNIT PRICE FOR PAY ITEM 110-4-10 REMOVAL OF EXISTING CONCRETE.
4. PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL BID ITEMS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE ASSOCIATED BID ITEMS.

BRIDGE NOS. 124008 & 124130

REVISIONS						DRAWN BY: AFB 01-21	VILLAGE OF ESTERO			SHEET TITLE: SUMMARY OF PAY ITEMS	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						DESIGNED BY: SAB 01-21	LEE	N/A	PROJECT NAME: SANDY LANE AND VIA COCONUT POINT BRIDGE REHABILITATION	SHEET NO. B-3	
						CHECKED BY: SAB 01-21					
						CHECKED BY: SAB 01-21					

sbtz

7/16/2021

9:29:16 AM

c:\pwworkingdir\lca-pw.bentley.com_lca-pw-01\scott_belz\dms22362\B1Sum01\PayItems01.dwg

DESIGN SPECIFICATIONS:

1. FDOT STRUCTURES MANUAL DATED JANUARY 2021 AND SUBSEQUENT STRUCTURES DESIGN BULLETINS.
2. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LOAD AND RESISTANCE FACTOR (LRFD) BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION AND ALL SUBSEQUENT INTERIMS.
3. FDOT DESIGN MANUAL DATED JANUARY 2021 AND SUBSEQUENT ROADWAY DESIGN BULLETINS.

PRIMARY SCOPE OF WORK:

CONCRETE RESTORATION, SCOUR REMEDIATION, VOID REPAIR, MILLING AND RESURFACING

VERTICAL DATUM:

ALL ELEVATIONS REFER TO NAVD 1988 UNLESS OTHERWISE NOTED AND ARE APPROXIMATE.

DRAWINGS AND DIMENSIONS:

1. ALL DIMENSION SHOWN ARE BASED ON FIELD MEASUREMENTS AND DO NOT INCLUDE FIELD SURVEY. SCALES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT NECESSARILY REPRESENT SURVEY ELEVATIONS.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. CONTRACTOR SHALL VERIFY ALL DIMENSION IN THE FIELD PRIOR TO ORDERING MATERIALS OR BEGINNING WORK. NOTIFY THE ENGINEER OF SIGNIFICANT CHANGES.
4. DO NOT SCALE DRAWING FOR DIMENSIONS NOT GIVEN.

ENVIRONMENT:

SUPERSTRUCTURE: SLIGHTLY AGGRESSIVE
SUBSTRUCTURE: MODERATELY AGGRESSIVE

POLLUTION CONTROL:

1. SUBMIT A POLLUTION CONTROL PLAN TO THE ENGINEER, IN ACCORDANCE WITH THE FDOT SPECIFICATIONS, FOR APPROVAL PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
2. DO NOT ALLOW, AT ANY TIME, ANY DISCHARGE OR MATERIALS TO FALL INTO THE WATERWAY.
3. SUBMIT TO THE ENGINEER AN EROSION CONTROL PLAN (ECP) AS REQUIRED IN THE FDOT SPECIFICATIONS. INCLUDE THE AREA REQUIRED FOR STAGING OF EQUIPMENT AND MATERIAL FOR APPROVAL BY THE ENGINEER IN THIS ECP.
4. NO OFFSITE IMPACTS SHALL BE PERMITTED.

EXISTING PLANS:

1. EXISTING PLANS ARE FOR INFORMATIONAL PURPOSES ONLY.
2. VISIT THE SITE PRIOR TO BID TO BECOME FULLY AWARE OF EXISTING FIELD CONDITIONS.

SITE CONDITIONS:

DO NOT DISTURB HABITAT BEYOND THE LIMITS OF CONSTRUCTION.

UTILITIES:

1. THE LOCATIONS OF UTILITIES ARE BASED ON FIELD OBSERVATIONS AND ARE APPROXIMATE. LOCATE ALL UTILITIES PRIOR TO COMMENCING CONSTRUCTION OPERATIONS. IF ANY EXISTING UTILITIES CONFLICT WITH PROPOSED CONSTRUCTION METHODS, MATERIALS, OR EQUIPMENT, NOTIFY THE ENGINEER. AVOID ANY DAMAGE TO EXISTING UTILITIES.
2. UTILITY/AGENCY OWNERS:

COMPANY:	PHONE NUMBER:	EMAIL:
BONITA SPRINGS UTILITIES, INC.	239-872-6228	ENGINEERING@BSU.S
CENTURYLINK	850-559-1444	WILLIAM.MCCLLOUD@CENTURYLINK.COM
COMCAST	561-227-3417	
FLORIDA POWER & LIGHT - LEE	239-353-6047	MICHAEL.MARTINEZ@FPL.COM
SUMMIT BROADBAND INC.	239-821-2670	MREBER@SUMMIT-BROADBAND.COM
LEE COUNTY SIGNAL DEPT.	239-707-4870	JFENCIL@LEEGOV.COM
LEE COUNTY BOCC - FIBER	239-533-7373	ABOISSIERE@LEEGOV.COM
LEE COUNTY UTILITIES	239-533-8150	WHULL@LEEGOV.COM
CROWN CASTLE NG	888-632-0931	FIBER.DIG@CROWNCastle.COM
TECO PEOPLES GAS - FT MYERS	813-275-3783	JDOMNING@TECOENERGY.COM

SURROUNDING VEGETATION:

1. USE CARE AND MINIMIZE DISTURBANCE TO SURROUNDING VEGETATION. DO NOT PLACE ANY TEMPORARY OR PERMANENT FILL IN THE CANAL/ SURFACE WATER DURING THE DESILTING AND SHOTCRETE RESTORATION ACTIVITIES. DO NOT IMPACT ANY VEGETATION THAT IS CONSIDERED JURISDICTIONAL FROM A SURFACE WATER STANDPOINT.
2. RE-SOD ANY AREAS DISTURBED BY THE CONSTRUCTION OPERATIONS, AT NO ADDITIONAL COMPENSATION TO THE DEPARTMENT, TO THE ENGINEER'S SATISFACTION PRIOR TO PROJECTS ACCEPTANCE.

TEMPORARY TRAFFIC CONTROL:

1. SUBMIT TO THE ENGINEER FOR REVIEW AT TEMPORARY TRAFFIC CONTROL PLAN, SIGNED AND SEALED BY A STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER.
2. MULTI-LANE CLOSURES ARE PROHIBITED.
3. COORDINATE LANE CLOSURES WITH VILLAGE OF ESTERO PUBLIC WORKS.

EXCAVATIONS:

SOIL EXCAVATIONS REQUIRED FOR SLOPE PROTECTION INSTALLATION ADJACENT TO EXISTING BRIDGE COMPONENTS SHALL BE CONDUCTED BY HAND. USE OF MECHANICAL EXCAVATION EQUIPMENT WITHIN 1FT. OF EXISTING COMPONENTS IS PROHIBITED.

EXISTING STRUCTURES:

CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURES DURING ALL REHABILITATION OPERATIONS.

CULVERT REPAIRS:

CRACK REPAIR TO BE CONDUCTED IN ACCORDANCE WITH TECHNICAL SPECIAL PROVISION T401. CRACKS ABOVE 2IN. OF THE WATERLINE SHALL BE REPAIRED USING EPOXY INJECTION METHODS IN ACCORDANCE WITH SECTION 411 OF THE FDOT STANDARD SPECIFICATIONS. ALL OTHER CRACKS, INCLUDING THOSE BELOW THE WATERLINE, SHALL BE REPAIRED IN ACCORDANCE WITH T401, SUBMERGED CRACK REPAIR.

NORTH FLOW WAY EXISTING CONDITIONS:

CONTRACTOR SHALL BE AWARE OF THE PRESENCE OF RUBBLE RIPRAP WITHIN NORTH FLOW WAY. CONTRACTOR SHALL REPLACE ANY DISTURBED RUBBLE RIPRAP RESULTING FROM PROPOSED DEWATERING EFFORTS.

EQUIPMENT:

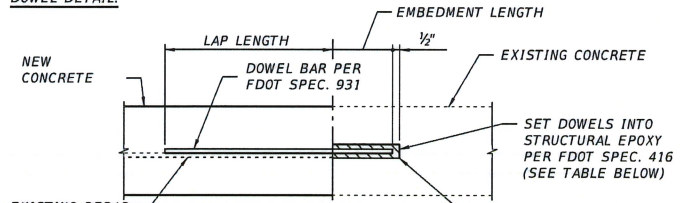
1. THE CONTRACTOR IS TO PROVIDE TURBIDITY CONTROL PRIOR TO BEGINNING ANY WORK, INCLUDING DESILTING IN ACCORDANCE WITH THE EROSION & SEDIMENT CONTROL MANUAL.
2. THE CONTRACTOR'S EQUIPMENT ON VILLAGE RIGHT-OF-WAY SHALL CLEARLY AND LEGIBLY IDENTIFY THE CONTRACTOR.

ALTERNATE CONSTRUCTION PHASING (CULVERTS):

CULVERT REPAIRS INCLUDED WITHIN THIS PLAN SET ARE INTENDED TO BE COMPLETED DURING LOW WATER CONDITIONS. IF DEWATERING IS TO BE COMPLETED, SUBMIT TO THE DEPARTMENT A DEWATERING PLAN FOR APPROVAL AT LEAST TWO (2) WEEKS PRIOR TO BEGINNING ANY WORK. AT A MINIMUM, DEWATERING PLANS SHALL:

- A. BE SIGNED AND SEALED BY A SPECIALTY ENGINEER CURRENTLY REGISTERED IN THE STATE OF FLORIDA.
- B. PROVIDE DETAILS ON THE TYPE AND SIZE OF ANY PIPING, PUMPS, OR ANY EQUIPMENT PROPOSED TO BE USED.
- C. STATE CLEARLY THE ANTICIPATED LEVEL OF UPSTREAM STAGING AND ITS AFFECT ON THE DRAINAGE BASIN DUE TO THE ALTERNATE PHASING PLAN.
- D. CONTAIN A SKETCH SHOWING PROPOSED SETUP AND A NARRATIVE DESCRIBING THE PLAN.
- E. CONTAIN CRITERIA TO REMOVE OR MODIFY THE SETUP IN CASE OF INCREASED WATER FLOW OR EXTREME WEATHER CONDITIONS.

DOWEL DETAIL:



DOWEL DIMENSIONS (UNLESS OTHERWISE NOTED)		
DOWEL SIZE	EMBEDMENT LENGTH	MIN LAP LENGTH
4	8"	1'-9"
5	9"	2'-2"
6	11"	2'-7"
8	1'-4"	4'-0"

1. ANY REQUIRED DOWEL HOLES FOR SECURING NEW OR EXISTING REINFORCING STEEL SHALL BE DRILLED INTO EXISTING CONCRETE ACCORDING TO THE DETAIL AND FDOT SPECIFICATIONS SECTION 931.
2. NOTIFY THE ENGINEER OF ANY BROKEN BARS EXTENDING FROM EXISTING CONCRETE WHICH ARE DETERMINED TO HAVE A DIAMETER LOSS OF 25% OR GREATER BY THE ENGINEER. THESE LOCATIONS SHALL RECEIVE DOWELS.
3. THIS DETAIL ONLY APPLIES TO CARBON STEEL.

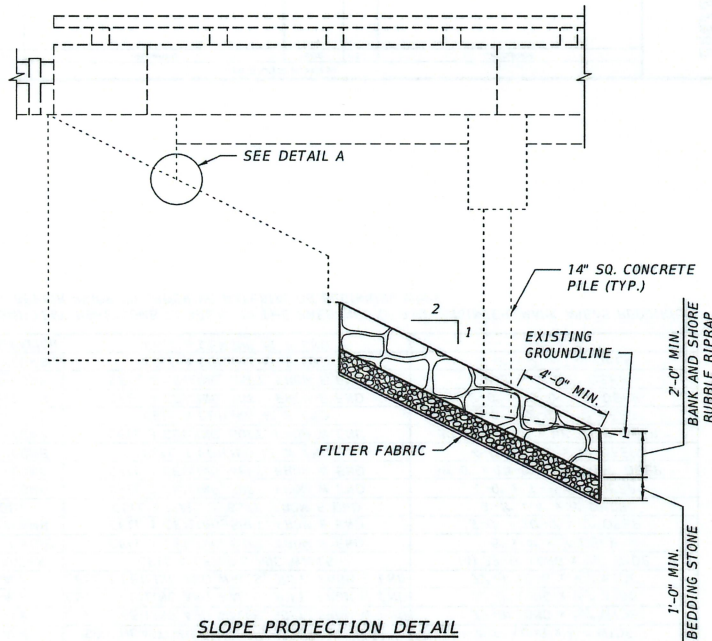
ENDANGERED SPECIES:

1. CONTRACTOR SHALL COMPLY WITH ALL PERMIT CONDITIONS, THE FEDERAL ENDANGERED SPECIES ACT, AND STATE WILDLIFE REGULATIONS.
2. THE PROJECT AREA AT ESTERO RIVER CONTAINS SUITABLE HABITAT FOR THE EASTERN INDIGO SNAKE. CONTRACTOR SHALL ADHERE TO USFWS STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE (2013).
3. THE PROJECT AREA AT ESTERO RIVER MAY CONTAIN SUITABLE HABITAT FOR THE WEST INDIAN MANATEE. CONTRACTOR SHALL ADHERE TO STANDARD MANATEE CONDITIONS FOR IN-WATER WORK (FWC 2011).
4. CONTRACTOR SHALL ADHERE TO FDOT STANDARD SPECIFICATIONS, INCLUDING SECTION 7-1.4, WHICH ADDRESSES WILDLIFE INVOLVEMENT DURING CONSTRUCTION AND DEFINES WHAT ACTIONS THE CONTRACTOR MUST TAKE IN THE EVENT OF UNANTICIPATED INTERACTIONS WITH PROTECTED SPECIES.

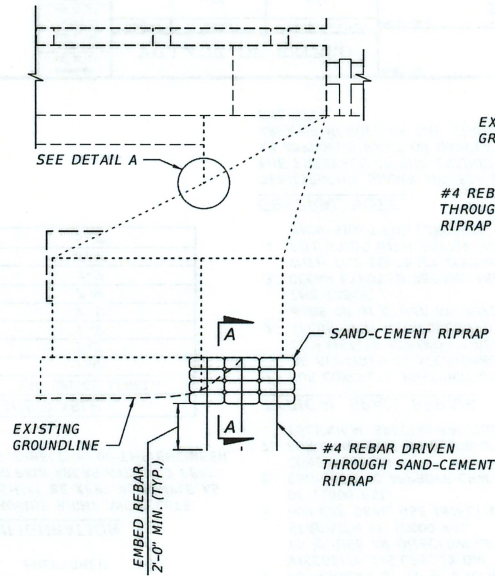
BRIDGE NOS. 124008 & 124130

REVISIONS				Kisinger Campo & Associates Corp. 201 N. Franklin Street Suite 400 Tampa, FL 33602 Scott A. Betz, PE No. 81282	DRAWN BY: ANF 01-21 CHECKED BY: SAB 01-21 DESIGNED BY: SAB 01-21 CHECKED BY: SAB 01-21	VILLAGE OF ESTERO			SHEET TITLE: GENERAL NOTES	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE			BY	DESCRIPTION	ROAD NO.		
							LEE	N/A		
PROJECT NAME: SANDY LANE AND VIA COCONUT POINT BRIDGE REHABILITATION										
SHEET NO. B-4										

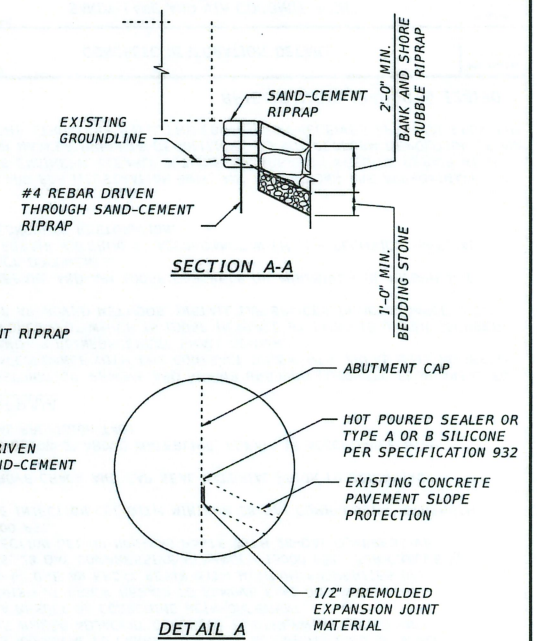
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



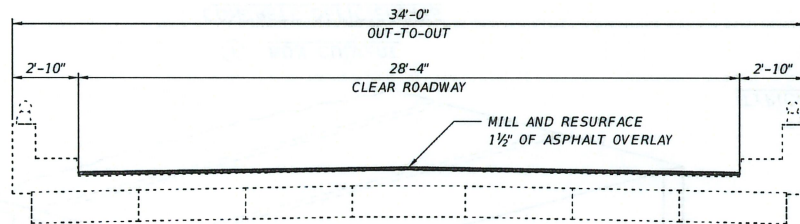
SLOPE PROTECTION DETAIL
(SOUTH SLOPE SHOWN ; NORTH SLOPE SIMILAR)



NORTHEAST VOID REPAIR DETAIL
(RUBBLE RIPRAP NOT SHOWN FOR CLARITY)



DETAIL A



TYPICAL SECTION

MILLING AND RESURFACING NOTES:

1. MILL AND RESURFACE UP TO 1½" OF ASPHALT OVERLAY OVER THE BRIDGE AND APPROACH SLABS. MILLING AND RESURFACING SHALL NOT BE CONDUCTED WITHIN THE LIMITS OF THE EXISTING EXPANSION JOINT HEADERS. RESURFACING SHALL BE CONDUCTED TO MATCH EXISTING FINISHED GRADE ELEVATIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXPANSION JOINTS, HEADERS, AND ANY OTHER STRUCTURAL ITEM RESULTING FROM MILLING OPERATIONS. CONTRACTOR SHALL PROVIDE REPAIRS TO DAMAGED ITEMS AT NO ADDITIONAL COST TO THE DEPARTMENT.
3. ENSURE THAT NO ASPHALT ENTERS OR IMPEDES THE EXISTING DRAINAGE SCUPPERS ADJACENT TO THE CURBS.
4. INSTALL PAVEMENT MARKINGS AT LOCATIONS IN-KIND WITH EXISTING PAVEMENT MARKINGS.

BRIDGE NO. 124008

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kisinger Campo & Associates Corp.
201 N. Franklin Street
Suite 400
Tampa, FL 33602
Scott A. Betz, PE No. 01282

DRAWN BY: BAH 01-21	VILLAGE OF ESTERO			SHEET TITLE:
CHECKED BY: SAB 01-21	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	MISCELLANEOUS DETAILS
DESIGNED BY: BAH 01-21		LEE	N/A	
CHECKED BY: SAB 01-21				PROJECT NAME: SANDY LANE AND VIA COCONUT POINT BRIDGE REHABILITATION

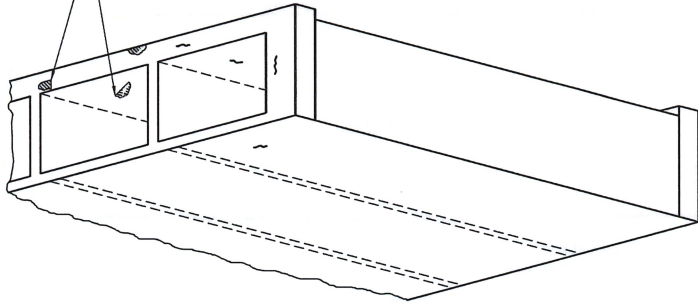
					REF. DWG. NO.
					SHEET NO. B - 5

shetz

7/16/2021 9:29:20 AM

c:\pwworkingdir\kca-pw-ben\ley.com_kca-pw-01\scott_betz\dms22362\B1MiscDet01.dgn

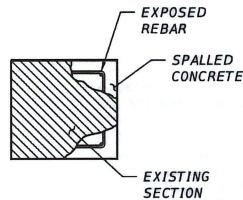
REPAIR CRACKS, HONEYCOMB, DELAMINATIONS, AND SPALLS IN WINGWALLS, HEADWALLS AND BOX CULVERT INTERIORS AS APPROVED BY THE ENGINEER (TYP.)



① **BOX CULVERT**
CONCRETE DEFICIENCIES

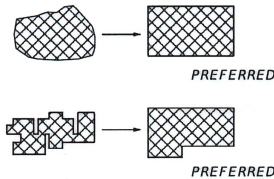
WORK IDENTIFICATION

- ① REPAIR CRACKS $\geq \frac{1}{2}$ " WIDE, SPALLS, HONEYCOMB, AND DELAMINATIONS IN THE CULVERT AND HEADWALL, AS APPROVED BY THE ENGINEER.



TYPICAL SPALL WITH EXPOSED REBARS

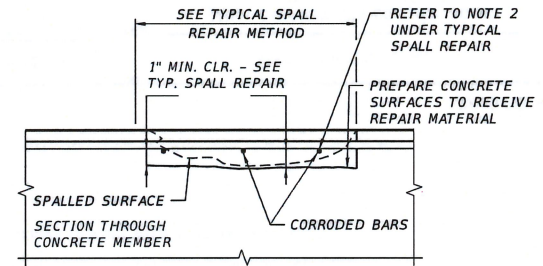
TYPICAL DEFICIENCIES



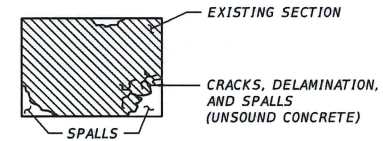
SIMPLE PATCH CONFIGURATION

AT CORNER LOCATIONS PROVIDE RIGHT ANGLE CUTS. PATCH CONFIGURATIONS SHALL BE KEPT AS SIMPLE AS POSSIBLE. INDIVIDUAL REPAIR AREAS WITHIN 2 FEET SHALL BE JOINED AT THE DIRECTION OF THE ENGINEER.

LAP SPICE TABLE	
REBAR SIZE	LAP SPICE LENGTH
4	1'-0"
5	1'-3"
6	1'-6"
7	2'-1"
8	2'-9"
9	3'-5"
10	4'-4"
11	5'-4"



EXPOSING AND UNDERCUTTING REINFORCING STEEL
APPLICABLE TO HORIZONTAL, VERTICAL, AND OVERHEAD LOCATIONS



TYPICAL DELAMINATIONS AND SPALLS

TYPICAL CRACK REPAIR METHOD

- REMOVE UNSOUND CONCRETE FROM CRACK AREA IN ACCORDANCE WITH SECTION 411.
- OBTAIN ENGINEER'S APPROVAL TO CARRY OUT CRACK REPAIR (IN LIEU OF SPALL REPAIR) FOR CASES WHERE ADJACENT CONCRETE IS OTHERWISE SOUND AND CRACKING IS NOT A RESULT OF CORRODING REINFORCEMENT.
- APPLY CLASS II FINISH AT CRACK REPAIR TO REMOVE FINIS OR KNOBS.
- FOR CRACKS UP TO $\frac{1}{8}$ " USE AN EPOXY RESIN WITH MINIMUM PROPERTIES OF: VISCOSITY 325 CPS, 28 DAY COMPRESSIVE STRENGTH 13000 PSI. FOR CRACKS $\frac{1}{8}$ " TO $\frac{1}{4}$ ", USE AN INJECTION GEL OR NON-SAG PASTE WITH 28-DAY COMPRESSIVE STRENGTH OF 10000 PSI.
- FOR CAP SEAL, USE INJECTION GEL WITH MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 12000 PSI.
- ENGINEER TO APPROVE CRACK AND CAP SEAL MATERIAL PRIOR TO BEGINNING CONSTRUCTION.
- FOR CRACKS AT OR BELOW 2" ABOVE WATERLINE, REPAIR IN ACCORDANCE WITH TECHNICAL SPECIAL PROVISION T401.

TYPICAL SPALL REPAIR

- FOR CONCRETE RESTORATION, REMOVE AND REPAIR UNSOUND CONCRETE FROM AREAS TO BE REPAIRED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. AREAS WELL ADHERED TO EXISTING STRAND OR REINFORCEMENT SHALL REMAIN.
- SECURE ANY REINFORCEMENT WHICH IS LOOSE IN PLACE BY TYING TO OTHER SECURED BARS OR BY OTHER APPROVED METHODS. INSTALL LAP SPLICES IN ACCORDANCE WITH THE TABLE.
- CLEAN EXPOSED REBARS AND ANY LOOSE CONCRETE OR ABRASIVES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- FILL VOIDS WITH REPAIR MATERIAL IN ACCORDANCE WITH THE TECHNICAL SPECIAL PROVISIONS FOR CONCRETE RESTORATION.

GENERAL NOTE:

DEFICIENCIES SHOWN ARE FOR ILLUSTRATION ONLY, ANY DIMENSIONS ARE APPROXIMATE. IN THE PRESENCE OF THE ENGINEER, CLEARLY OUTLINE ALL AREAS IN NEED OF REPAIR WITH AN APPROVED PAINT OR MARKER PRIOR TO DEMOLITION. DO NOT PERFORM DEMOLITION OF ANY AREA OR MEMBER OF THE STRUCTURE UNTIL THE CONTRACTOR RECEIVES APPROVAL FROM THE ENGINEER.

BRIDGE NOS. 124008 & 124130

DEFICIENCY LIST - BRIDGE NO. 124130		
DEFICIENCY	LOCATION	SIZE
CRACK	NORTHWEST WINGWALL TO SIDEWALL JOINT	8'-0" LONG x $\frac{1}{2}$ " WIDE
CRACK	NORTHEAST WINGWALL TO SIDEWALL JOINT	8'-0" LONG x $\frac{1}{2}$ " WIDE
CRACK	SOUTHWEST WINGWALL TO SIDEWALL JOINT	8'-0" LONG x $\frac{1}{2}$ " WIDE
CRACK	SOUTHEAST WINGWALL TO SIDEWALL JOINT	4'-0" LONG x $\frac{1}{8}$ " WIDE
CRACK	CELL 1 CEILING AND WALLS, 30FT. FROM W END	22'-0" LONG x $\frac{1}{2}$ " WIDE
CRACK	CELL 2 CEILING AND WALLS, 30FT. FROM W END	22'-0" LONG x $\frac{1}{2}$ " WIDE
CRACK	CELL 3 CEILING AND WALLS, 30FT. FROM E END	22'-0" LONG x $\frac{1}{2}$ " WIDE
(4) CRACKS	CELL 4 CEILING AND WALLS	(4) 22'-0" LONG x $\frac{1}{2}$ " WIDE
SPALL / VOID	CELL 1 CEILING, 83FT. FROM E END	5' x 2' x 3" DEEP
HONEYCOMB	CELL 1 CEILING, 68FT. FROM E END	3'-0" x 10'-0" x 2" DEEP
VOID	CELL 1 WALL 2, 65FT. FROM E END	1'-8" x 4" x 6" DEEP
HONEYCOMB	CELL 2 CEILING, 38FT. FROM W END	1'-0" x 3'-0" x 3" DEEP
HONEYCOMB	CELL 2 CEILING, 48FT. FROM W END	30'-0" x 10'-0" x UP TO 4" DEEP *
HONEYCOMB	CELL 3 CEILING AT W END	4'-0" x 3'-0" x $\frac{1}{2}$ " DEEP
HONEYCOMB	CELL 3 CEILING, 50FT. FROM W END	30'-0" x 3'-0" x UP TO 4" DEEP *
HONEYCOMB	CELL 3 CEILING AT E END	1'-6" x 2'-0" x 1" DEEP
HONEYCOMB	CELL 4 CEILING, 70FT. FROM E END	2'-0" x 10'-0" x 2" DEEP
HONEYCOMB	CELL 4 CEILING, 35FT. FROM E END	1'-3" x 2" x 5" DEEP
HONEYCOMB	CELL 4 CEILING AT E END	1'-0" x 2" x $\frac{1}{2}$ " DEEP
DELAMINATION	CELL 4 CEILING AT E END	10' x 3'

* INTERMITTENT HONEYCOMB IN AREA. IN THE PRESENCE OF THE ENGINEER, MARK AREAS REQUIRING SPALL REPAIR PRIOR TO ORDERING MATERIAL OR BEGINNING WORK.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kisinger Campo & Associates Corp.
201 N. Franklin Street
Suite 400
Tampa, FL 33602
Scott A. Betz, PE No. 81282

DRAWN BY:
JMF 01-21
CHECKED BY:
SAB 01-21
DESIGNED BY:
BAB 01-21
CHECKED BY:
SAB 01-21

VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	N/A

SHEET TITLE:

CONCRETE RESTORATION DETAILS

PROJECT NAME:

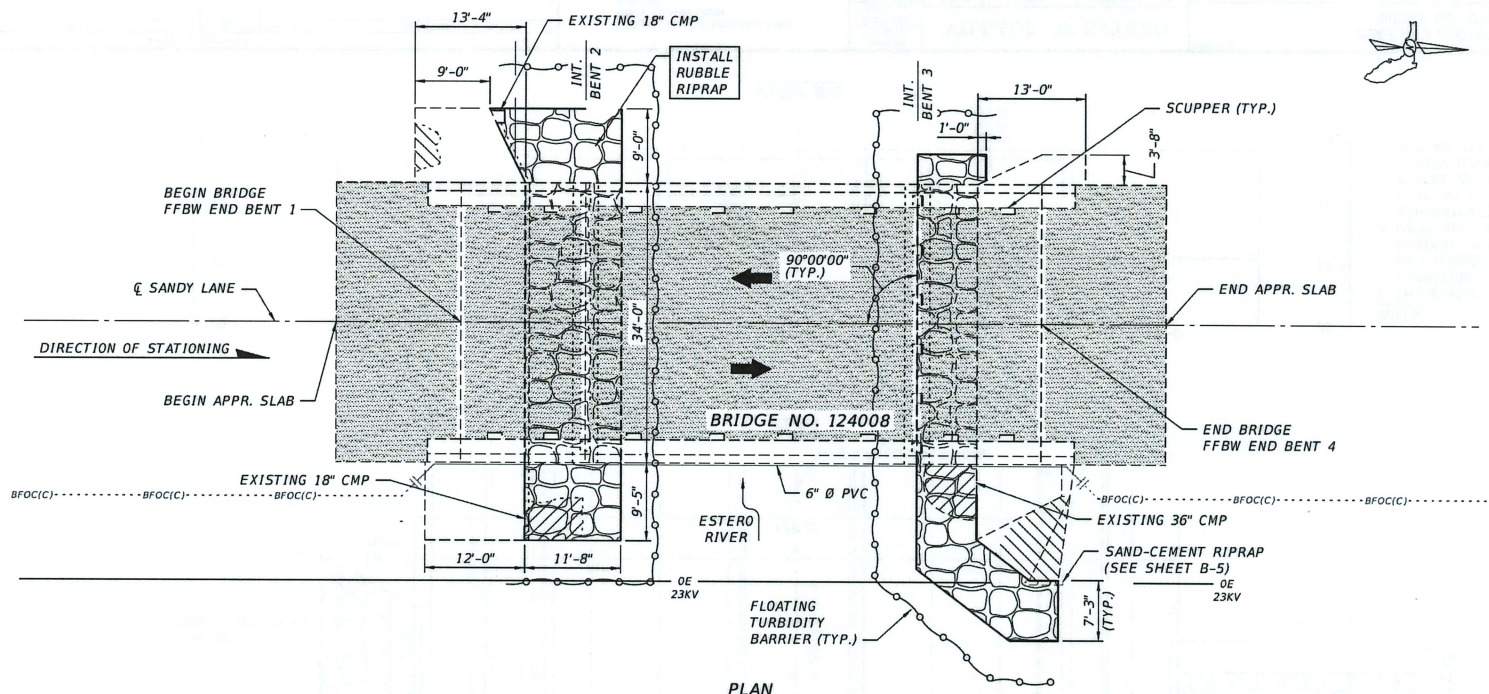
SANDY LANE AND VIA COCONUT POINT
BRIDGE REHABILITATION

REF. DWG. NO.

SHEET NO.

B-6

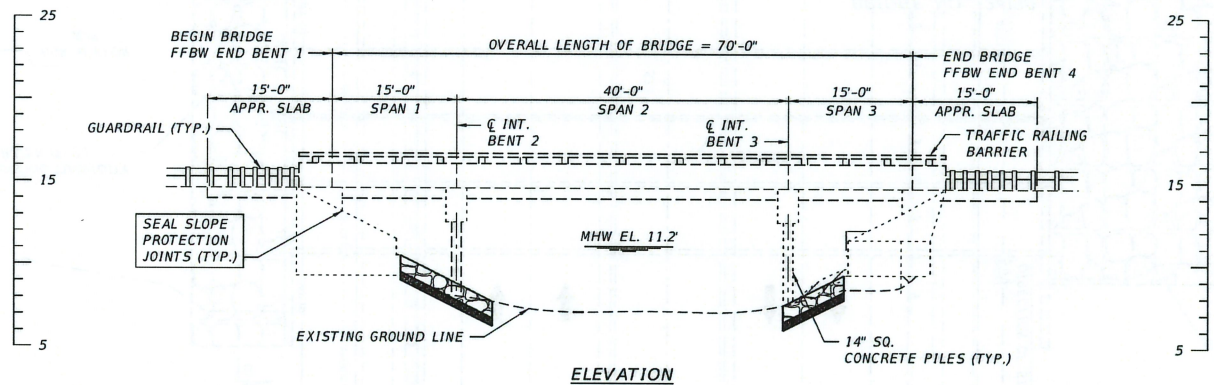
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND:

	RUBBLE RIPRAP TO BE INSTALLED
	BEDDING STONE TO BE INSTALLED
	EXISTING CONCRETE TO BE REMOVED
	EXISTING VOID TO BE FILLED
	MILLING AND RESURFACING

PLAN



ELEVATION

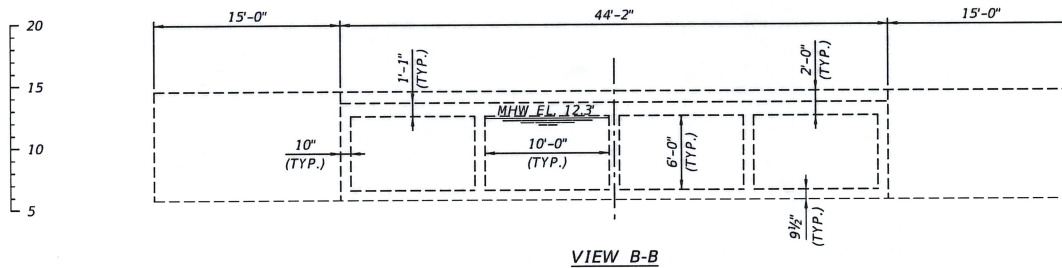
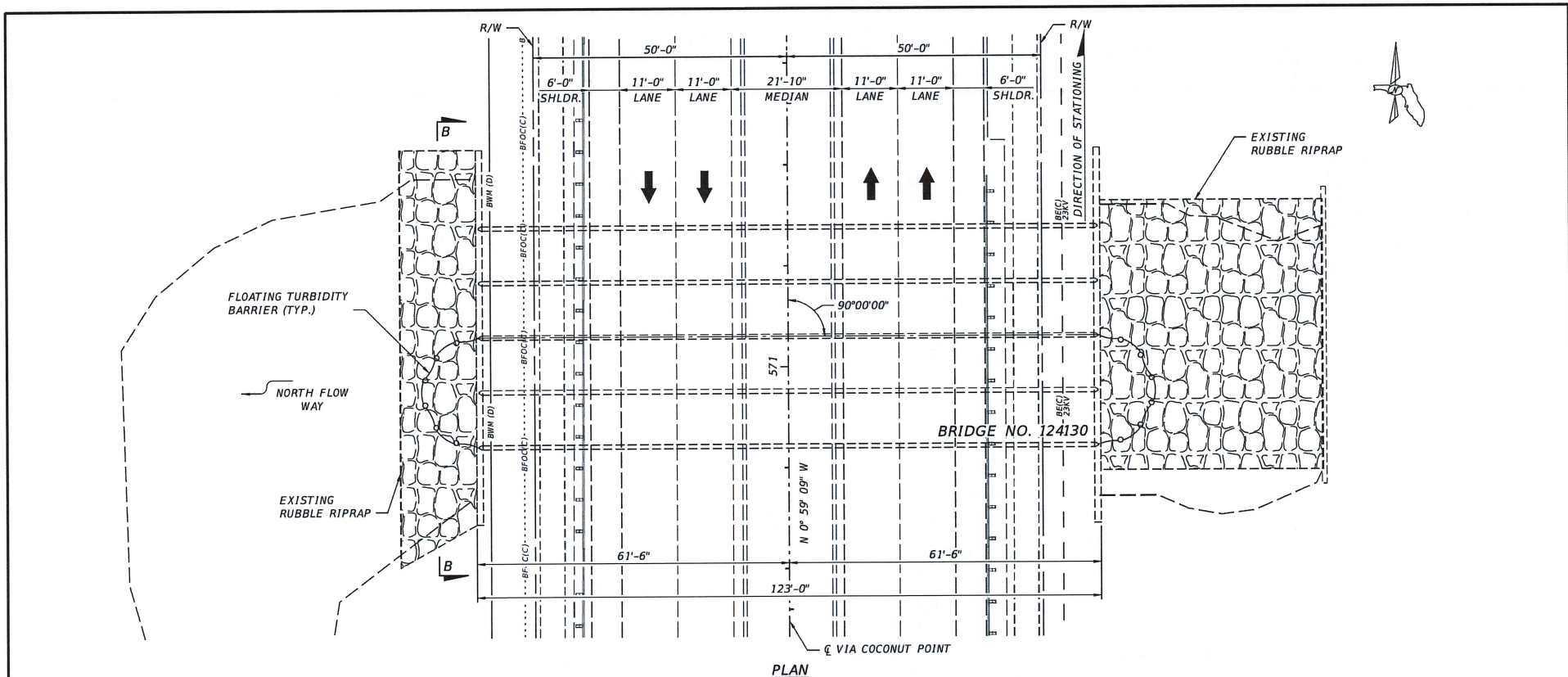
- NOTES:**
1. THE ELEVATIONS SHOWN ARE APPROXIMATE. ELEVATIONS HAVE BEEN ESTIMATED BASED ON NATIONAL GEODETIC SURVEY (NGS) SURVEY CONTROL POINT: 175 81 A19B
 2. MEAN HIGH WATER (MHW) SHOWN IS APPROXIMATE. MHW ESTIMATE BASED ON UNITED STATES GEOLOGICAL SURVEY (USGS) STREAM GAGE STATIONS 02291580 & 02291597 AND FIELD OBSERVATIONS.

BRIDGE NO. 124008

REVISIONS				DRAWN BY: ARF 01-21	VILLAGE OF ESTERO		SHEET TITLE:		REF. DWG. NO.	
DATE	BY	DESCRIPTION	DATE		BY	DESCRIPTION	ROAD NO.	COUNTY		FINANCIAL PROJECT ID
							LEE	N/A	SANDY LANE AND VIA COCONUT POINT BRIDGE REHABILITATION	SHEET NO. B1-1

Kisinger Campo & Associates Corp.
201 N. Franklin Street
Suite 400
Tampa, FL 33602
Scott A. Betz, PE No. 81282

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



- NOTES:**
1. THE ELEVATIONS SHOWN ARE APPROXIMATE. ELEVATIONS HAVE BEEN ESTIMATED BASED ON NATIONAL GEODETIC SURVEY (NGS) SURVEY CONTROL POINT: 175 81 A19B
 2. MEAN HIGH WATER (MHW) SHOWN IS APPROXIMATE, PER FIELD OBSERVATIONS.
 3. FLOATING TURBIDITY BARRIER SHALL BE PLACED AT A MAXIMUM OF TWO BARRELS CONSECUTIVELY. PHASE REPAIR OPERATIONS AND ADJUST FTB ACCORDINGLY.

BRIDGE NO. 124130

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kisinger Campo & Associates Corp.
201 N. Franklin Street
Suite 400
Tampa, FL 33602
Scott A. Betz, PE No. 81282

DRAWN BY:
ARF 01-21
CHECKED BY:
SAB 01-21
DESIGNED BY:
ARF 01-21
CHECKED BY:
SAB 01-21

VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	N/A

SHEET TITLE

PLAN AND ELEVATION
BRIDGE NO. 124130

PROJECT NAME

SANDY LANE AND VIA COCONUT POINT
BRIDGE REHABILITATION

REF. DWG. NO.

SHEET NO.

B2-1

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- 1. The Solicitation has been signed and with corporate seal (if applicable).
- 2. The Solicitation prices offered have been reviewed (if applicable).
- 3. The price extensions and totals have been checked (if applicable).
- N/A* 4. Substantial and final completion days inserted (if applicable).
- 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- N/A* 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 7. All modifications have been acknowledged in the space provided.
- N/A* 8. All addendums issued, if any, have been acknowledged in the space provided.
- 9. Licenses (if applicable) have been inserted.
- 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.
- 13. Any Delivery information required is included.
- N/A* 14. The mailing envelope has been addressed to:
Emailed Village of Estero
 9401 Corkscrew Palms Circle #101
 Estero, FL 33928
- N/A* 15. The mailing envelope **MUST** be sealed and marked with:
Emailed Solicitation Number
 Opening Date and/or Receiving Date
- Emailed* 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- 17. If submitting a "NO BID" please write Solicitation number here _____ and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
 Other: _____
 Company Name and Address:



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



SHIMP, KEVIN CARL

THOMAS MARINE CONSTRUCTION INC
14841 CALEB DRIVE
FORT MYERS FL 33908

LICENSE NUMBER: CGC1515445

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



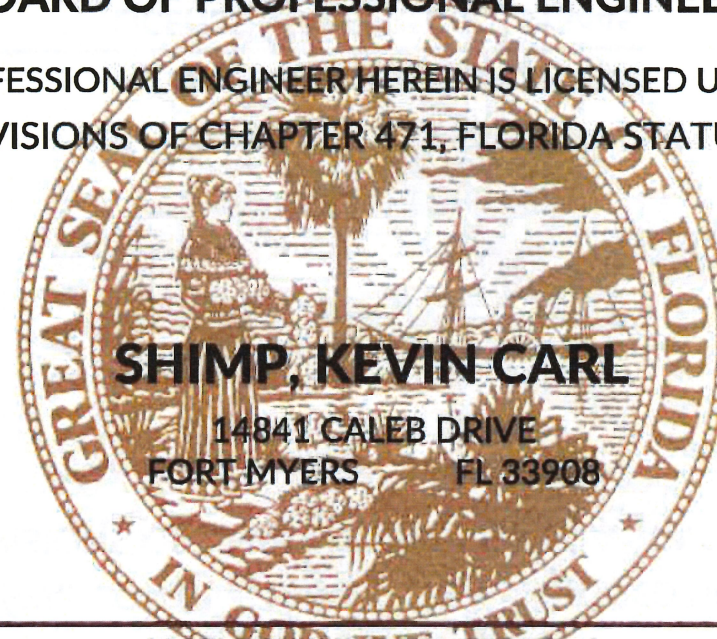
Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



SHIMP, KEVIN CARL

14841 CALEB DRIVE
FORT MYERS FL 33908

LICENSE NUMBER: PE57594

EXPIRATION DATE: FEBRUARY 28, 2023

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that THOMAS MARINE CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on February 25, 1982.

The document number of this corporation is F68794.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 9, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 7563571367CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 15, 2021

Kevin C. Shimp
Thomas Marine Construction, Inc.
8999 High Cotton Lane
Ft. Myers, FL 33905
Email: Lsolich@TMCFLA.com
RE: Pre-Qualification Package

Hello:

The pre-qualification as of January 15, 2021 for **Thomas Marine Construction, Inc.** is hereby acknowledged. This pre-qualification approves your firm to bid on the Florida Department of Environmental Protection's Bureau of Design and Construction projects requiring your State licenses until August 31, 2022.

Please feel free to contact me at (850) 245-2781 with any questions or concerns you may have.

Sincerely,

**Alyssa
Skehan**

Digitally signed by Alyssa
Skehan
Date: 2021.01.15
16:25:09 -05'00'

Alyssa Skehan, FCCM
Government Operations Consultant II
Bureau of Design and Construction
Florida Department of Environmental Protection
Phone: 850-245-2781 - Office

Licensee Details

Licensee Information

Name: **SHIMP, KEVIN CARL (Primary Name)**
THOMAS MARINE CONSTRUCTION INC (DBA Name)

Main Address: **14841 CALEB DRIVE**
FORT MYERS Florida 33908

County: **LEE**

License Mailing:

LicenseLocation:

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1515445**

Status: **Current,Active**

Licensure Date: **05/09/2008**

Expires: **08/31/2022**

Special Qualifications **Qualification Effective**
Construction Business 05/02/2008

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
THOMAS MARINE CONSTRUCTION, INC.

Filing Information

Document Number F68794
FEI/EIN Number 59-2163377
Date Filed 02/25/1982
State FL
Status ACTIVE

Principal Address

8999 HIGH COTTON LANE
FT. MYERS, FL 33905

Changed: 04/16/1986

Mailing Address

8999 HIGH COTTON LANE
FT. MYERS, FL 33905

Changed: 04/16/1986

Registered Agent Name & Address

SHIMP, KEVIN C
8999 HIGH COTTON LANE
FT MYERS, FL 33905

Name Changed: 01/02/2008

Address Changed: 03/03/1989

Officer/Director Detail

Name & Address

Title President

SHIMP, KEVIN C
8999 HIGH COTTON LN
FORT MYERS, FL 33905

Title VP

STENEK, FRANK

300 IONIA AVENUE, NW
 GRAND RAPIDS, MI 49503

Title S

SOLICH, LINDA
 8999 HIGH COTTON LANE
 FORT MYERS, FL 33905

Title Treasurer

LABARGE, JOHN
 300 IONIA AVENUE, NW
 GRAND RAPIDS, MI 49503

Title VP

Mabee, Mark D
 8999 HIGH COTTON LANE
 FT. MYERS, FL 33905

Annual Reports

Report Year	Filed Date
2019	01/04/2019
2020	01/06/2020
2021	01/09/2021

Document Images

01/09/2021 -- ANNUAL REPORT	View image in PDF format
01/06/2020 -- ANNUAL REPORT	View image in PDF format
01/04/2019 -- ANNUAL REPORT	View image in PDF format
01/05/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
01/02/2014 -- ANNUAL REPORT	View image in PDF format
01/08/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/19/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
01/02/2008 -- ANNUAL REPORT	View image in PDF format
04/20/2007 -- ANNUAL REPORT	View image in PDF format
04/24/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
05/13/2002 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format

1/15/2021

Detail by Entity Name

04/28/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format
05/01/1998 -- ANNUAL REPORT	View image in PDF format
04/25/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

THIS AGREEMENT, is made and entered into this ___ day of _____ 20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and Thomas Marine Construction, Inc. whose address is 8999 High Cotton Lane, Fort Myers, FL 33905, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of performing rehabilitation work on the Sandy Lane Over Estero River Bridge and the Via Coconut Point Over North Flow Way Bridge; and

WHEREAS, these services have been competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFB 2021-04; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to Bid RFB 2021-04 on January 19, 2022 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, the Village and the Bidder, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Village Bid Package RFB 2021-04 Sandy Lane and Via Coconut Point Bridge Rehabilitation, consisting of pages 1 through and including 42 and the Proposal submitted by Bidder dated November 30, 2021 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Bid Package RFB 2021-04 Sandy Lane and Via Coconut Point Bridge Rehabilitation and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

2.1. Bidder agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Bidder to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed \$349,851 (plus any contingency amount which may be approved) for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Bidder will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3. Payment for tasks will be on a Total Cost basis as per Exhibit B attached hereto.

3.4. Bidder must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Bidder. When hourly billing is utilized, Bidder must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Bidder acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Bidder must adjust billing accordingly. However, Bidder will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Bidder's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Bidder that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserve the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Bidder or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4.

BIDDER'S RESPONSIBILITIES

4.1. Bidder will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Bidder, both orally and in writing, to be possessed by Bidder, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Bidder's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Bidder.

4.2. Bidder will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Bidder include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Bidder will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Bidder will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Bidder or any subconsultant or subcontractor engaged by Bidder for one year after the completion of Bidder's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Bidder's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the

deficiencies would not be deemed to arise from a negligent act, error or omission of the Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Bidder will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Bidder to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

4.6 The Village's NPDES Permit requires Contractors performing work that includes Roadway, Drainage and Stormwater Maintenance to adhere to the following:

- Crew leads are to complete illicit discharge and illegal dumping training and report any illicit discharges or illegal dumping discovered during daily job duties to the Village of Estero Public Works. In addition, crew leads are required to watch this video (link below) annually and provide written confirmation of the viewing. <http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm>
- Any soil disturbing activities must comply with NPDES permit requirements including plans for temporary and permanent erosion control measures.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Bidder's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Bidder agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Bidder.

6.2. The Village will furnish to Bidder, upon request of Bidder and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Bidder will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Bidder to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Bidder in a timely manner so as to not delay the process of the Bidder.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Bidder to terminate the services of the Bidder and, in that event, the Bidder must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Bidder in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Bidder, and the Bidder will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Bidder has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Bidder indicating its intention to terminate. The written notice will state the evidence indicating the Bidder's abandonment. Payment for services performed prior to the Bidder's abandonment will be as stated in Section 3 above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Bidder: Thomas Marine Construction, Inc. Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Bidder without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by

the Village. The Village and Bidder each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.

EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Bidder and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.

GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.

INDEPENDENT CONTRACTOR STATUS

12.1. Bidder is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Bidder or any of Bidder's employees, except as herein set forth, and Bidder expressly warrants not to represent at any time or in any manner that Bidder or any of Bidder's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Bidder is, and will remain at all times remain, a wholly independent contractor and that Bidder's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Bidder's responsibility to insure that all required records are provided at the Bidder's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Bidder must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Bidder. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14.
INDEMNIFICATION

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or

liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Bidder must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

**ARTICLE 15.
EMPLOYEE RESTRICTIONS**

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Bidder has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Bidder will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Bidder will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

**ARTICLE 16.
NO CONTINGENT FEES**

16.1. Bidder certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.