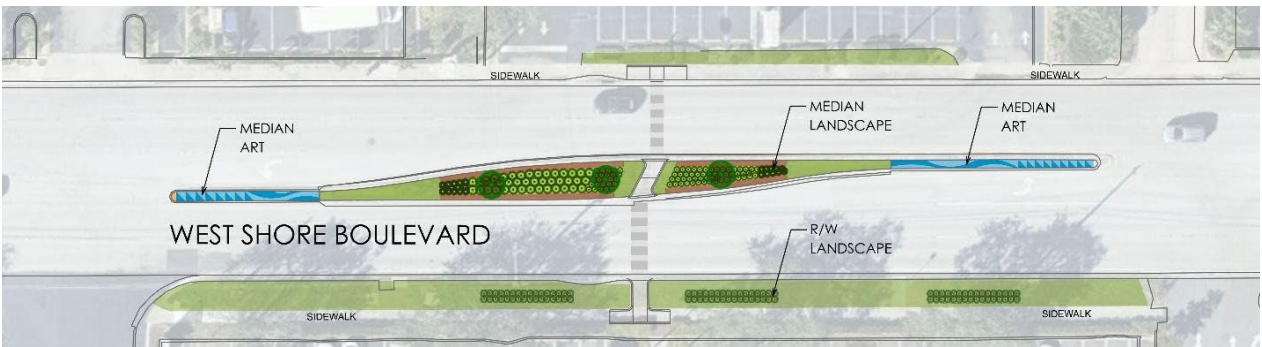




WEST SHORE BOULEVARD

MEDIAN LANDSCAPE AND PUBLIC ART



BID CONTRACT DOCUMENTS

Bid #: 26-01

Tampa, Florida

May 18, 2026



WESTSHORE ALLIANCE
MICHAEL MAURINO, EXECUTIVE DIRECTOR
3109 W. DR. MLK JR. BOULEVARD, SUITE 140
TAMPA, FL 33607
(813)-289-5488

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00-11-13 INVITATION TO BID

Westshore Alliance

West Shore Boulevard Median Landscape and Public Art

DATE: June 15, 2026

Bid Number: 26-01

The Westshore Alliance of Tampa, Florida is seeking competitive bids from licensed contractors to provide all construction items for the **West Shore Boulevard Median Landscape and Public Art Project** per this bid document.

All qualified contractors licensed by the State of Florida are hereby invited to submit a bid on the above referenced project. Bids will be received until 2:00 PM on July 17, 2026 at Westshore Alliance, 3109 W. Dr. MLK Jr. Blvd. Suite 140, Tampa, FL 33607 or via email to Michael Maurino maurino@chooswestshore.com. The last day for questions is 5:00 PM on July 8, 2026. This period may be extended at the discretion of the Westshore Alliance.

Any bids received after the time and date specified will not be considered.

DESCRIPTION OF WORK: The Project is located within the medians and right-of-way of West Shore Blvd. between Kennedy Blvd and Spruce St., in the City of Tampa, Florida, as shown on the project plans and generally involves the following activities:

The removal and replacement of soils in medians, installation of irrigation system and plantings in medians including underground bracing for trees. Coordination of irrigation with City of Tampa and Maintenance of Traffic (MOT) within the right-of-way.

Installation of solar powered tree lighting in medians. Right-of-way plantings between curb and sidewalk including herbicidal spray and removal of sod, installation of shrubs and groundcovers and repair and adjustment of existing irrigation system in these areas.

Pressure washing concrete medians and painting of concrete medians per the provided art pattern. Twelve-month Maintenance of installed materials and 12-month Warranty after Final Acceptance.

The Work is generally described as furnishing all labor, materials, equipment, tools, transportation, services, MOT, all required permits and incidentals including warranty, necessary to provide the Owner with the items described above and shown on plans and details for the **WEST SHORE BLVD. - MEDIAN LANDSCAPE and PUBLIC ART PROJECT**. All work shall be in accordance with the construction drawings, specifications, and contract documents.

CONTRACT TIME: Construction time to achieve Substantial Completion is 90 consecutive calendar days from the date of the Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion. Targeted completion date: January, 2027 or as determined at contract signing.

PROJECT MANUAL AND DRAWINGS: Copies of the Project Manual and Drawings are available for review at the Office of Westshore Alliance, 3109 W. Dr. MLK Jr. Blvd. Suite 140, Tampa, FL 33607.

Bid documents may be requested by contacting Caroline Seccombe, Westshore Alliance, (813) 289-5488 Ext. 103, seccombe@choosewestshore.com

All bids shall be prepared using the Project Manual and Drawings. Addenda will be sent via e-mail to all plan holders up to one week before the Bid closing time. The Owner/Landscape Architect is not responsible for delivery of addenda to prospective bidders.

Electronic Bid Documents are no charge; however, a payment will be required for each paper hard copy set of Bid Documents and flash drive containing an electronic copy. This payment represents reproduction and handling costs and is non-refundable. Payment shall be in the form of cash or credit card only.

Electronic (.pdf) Bid Documents	No Charge
Hard Copy Bid Documents and/or Flash Drive	\$200.00 (pick up at Westshore Alliance Office)
	\$300.00 (Fed Ex 2-day Delivery)

PRE-BID MEETING: A non-mandatory pre-bid meeting will be held for this project at 10:00 AM on June 24th, 2026 via virtual meeting. Meeting log-in information may be requested by contacting Caroline Seccombe, Westshore Alliance, (813) 289-5488 Ext. 103, seccombe@choosewestshore.com.

BID FORMAT AND SUBMISSION: Bids must be submitted on prescribed proposal forms accompanied by Bid Security on prescribed form. Submittal may be hardcopy, in triplicate; or digital as a pdf file via email to Michael Maurino, Executive Director, Westshore Alliance, email: maurino@choosewestshore.com.

BID SECURITY: A 5% bid security will be required for this project, payable to Westshore Alliance.

PERFORMANCE AND PAYMENT BOND: The Westshore Alliance ("Owner") will require that the Successful Bidder ("Contractor") furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

INSURANCE: Insurance coverage is required for this project. Prior to contract signing, the contractor must furnish Certificates of General Liability, Vehicle Liability, and Workers Compensation insurance in amounts not less than \$2,000,000/\$5,000,000 aggregate to the Westshore Alliance. All insurance coverage shall be written by companies licensed to do business in Florida and shall be administered by a Florida registered agent.

The Westshore Alliance reserves the right to waive formalities, waive any technical defects, reject any and all bids, and accept any bid which represents the best offer for the intent and purposes of the Westshore Alliance.

End of Section

00-20-01 INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents in the number and for the price, if any, stated in the Advertisement or Invitation to Bid may be obtained from the indicated source. The price paid (if any) for the documents is nonrefundable.

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

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

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as licenses, financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. Specifically, the Bidder shall have all licenses and permits required by Federal, State, and local Statutes, Regulations, and Ordinances.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Architect or Owner of all conflicts, errors or discrepancies in the Contract Documents prior to bidding.

4.2. Reference is made to other applicable portions of the Contract Documents for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at the site which may have been utilized by Architect in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Architect in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

4.2.3. Copies of such reports and drawings will be made available for viewing or purchase at cost by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.1. and 4.2.2. are incorporated therein by reference. When available, such technical data has been identified in other applicable portions of the Contract Documents.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Architect by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise for in other applicable portions of the Contract Documents.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions shall be brought to Owner's attention.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easement for permanent structures or permanent changes in existing structures is to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

6. BID SECURITY

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond on form attached and issued by a surety company.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the specified time after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the 7th day after the Effective Date of the Agreement or 91st day after Bid opening, whichever is earlier, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OF "OR EQUIVALENT" OR "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Specifications and/or Drawings without consideration of possible substitute or "or-equivalent" items. Whenever it is indicated in the Specifications and/or Drawings that a substitute or "or-equivalent" construction method, construction material, or item of equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. The Bidder shall furnish the names of those Subcontractors and Equipment and Materials Suppliers he proposes to use on the project in the appropriate spaces provided in the Bid Form portion of the Contract Documents. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to another Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom the Contractor has reasonable objection.

11. BID FORM

11.1. The Proposal is included with the Bidding Documents; additional copies may be obtained from Owner.

11.2. All blanks on the Proposal must be completed **in black ink** or by typewriter/software.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. The Bid amount shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be

- a) enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- b) or emailed as a single pdf file to the contact listed in the Invitation to Bid.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened at the discretion of the Owner and Bidders will be contacted individually.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for **90 days** after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within **90 days** after the day of the Bid opening.

17. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award, contingent upon final action by the Owner, to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within **30 days** thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement, and associated documents, to Owner with the required Bonds. Upon Award and Execution by the Owner one set of fully executed contract documents shall be delivered to Contractor.

19. PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

End of Section

Bidder's Name: _____

00-30-01 BID FORM - UNIT PRICE (SINGLE PRIME CONTRACT)

NOTE TO BIDDER: *Use **BLACK** ink for completing this Proposal form.*

To: **Westshore Alliance**
Address: **3109 W. Dr. MLK Jr. Boulevard, Suite 140**
 Tampa, FL 33607

Project Title: **West Shore Blvd. Median Landscape and Public Art**

Bid No. 26-01

Owner's Project No. _____

Bidder's person to contact for additional information on this Proposal:

Name: Michael Maurino, Executive Director, Westshore Alliance

Telephone: (813) 289 5488

EMail: maurino@chooswestshore.com

Bidder's Declaration and Understanding

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Architect, Owner, and other sources in arriving at his conclusions.

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

Westshore Alliance
June 2026

Bidder's Name: _____

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

NAMED MATERIALS AND MANUFACTURERS

In the space provided in this bid form, the Bidder shall list as part of the bid the material and manufacturer to be utilized, if successful. Failure to list this information shall be cause for rejection of Bid.

DRUG-FREE WORKPLACE CERTIFICATION

In the case of tie bids, preference must be given to Bidders submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The attached certification is provided for this purpose.

UNIT PRICE WORK

Bidder shall list material and manufacturer to be utilized in the space provided. Failure to list this information may be cause for rejection of Bid.

UNIT PRICE BID ITEMS

MUST BE FILLED OUT FOR UNIT COST AND TOTALS FOR EACH ITEM:

Bidder's Name: _____

UNIT PRICE BID ITEMS:*MUST BE FILLED OUT FOR UNIT COST AND TOTAL FOR EACH ITEM***West Shore Blvd Median Landscape and Public Art
Tampa, Hillsborough County, Florida****BASE BID**

ITEM	DESCRIPTION	ID	SIZE	QTY	UNIT	PRICE	AMOUNT
GENERAL ITEMS							
1	Mobilization			1	LS		
2	Maintenance of Traffic (M.O.T.)			1	LS		
3	Bonds and Insurance			1	LS		
4	Record Drawings ("As-Built" Drawings)			1	LS		
DEMOLITION							
5	Demo of existing soils in Median to 18" below top of curb			250	CY		
PLANTS							
6	Slender Sillhouette Sweet Gum*	LS	4.5" CAL.	9	EA		
7	Dwarf Firebush	HP	3 GAL	272	EA		
8	Color Guard Yucca	YF	7 GAL	53	EA		
9	Coontie	ZP	15 GAL	106	EA		
10	'Ecoturf' Perennial Peanut Sod	AGI	SOD	2,256	SF		
IRRIGATION							
11	Sleeve Installation, 4" PVC SCH 40 under existing sidewalk			36	LF		
12	Loop Main, 2" PVC SCH 40			160	LF		
13	Lateral Pipe PVC SCH 40			1,325	LF		
14	Rainbird RD 1800 PRS, 12" pop up sprinkler w/ MPR nozzle			116	EA		
15	Rainbird 1400 Series Bubbler, 1402 (0.5 GAL), 4 per tree			36	EA		
16	Rainbird Quick Coupler Valve 3RC			4	LF		
17	Irritrol 200B Series Control Valve, 1"			5	EA		
18	Irritrol 200B Series Ctrl Valve, 1.5"			2	EA		
19	Flow Meter - Master Meter Multi-Jet w/ Electrical Output Register			4	EA		
20	Irritrol 216B Master Control Valve with DC latching Solenoid			4	EA		
21	Connection to Reclaimed Water Meter.			4	EA		
22	Connection to COT controllers and programming**			1	LS		

BID FORM

Bidder's Name: _____

BASE BID continued

MISCELLANEOUS MATERIALS AND SITE WORK						
23	Prepared top soil and installation		200	CY		
24	Pine Straw, 3" deep		50	CY		
25	Lava Rock Mulch, 2.5" on Filter Fabric		1,200	SF		
26	Pre-emergent Herbicide		1	Bag		
27	Fertilizer 16-4-8, slow release		1	Bag		
TOTAL BASE BID						

ALT BID #1: Solar Lighting

ITEM	DESCRIPTION	ID	SIZE	QTY	UNIT	PRICE	AMOUNT
28	S4 String lights, 5mm LEDs			1,440	LF		
29	Solar Panels w/ integrated battery			9	EA		
30	3" Poles, wiring, conduits			3	EA		
31	Remote control for operation			1	EA		
32	Shop drawings and As-Builts			1	LS		
33	Maintenance of Traffic (M.O.T.)			1	LS		
TOTAL ALT BID #1:							

ALT BID #2: R/W Landscape

ITEM	DESCRIPTION	ID	SIZE	QTY	UNIT	PRICE	AMOUNT
DEMOLITION							
34	Apply herbicide and demo of existing grass for ROW shrub plantings			2,000	SF		
35	Apply herbicide prior to planting Perennial Peanut			20,000	SF		
PLANTS							
36	Dwarf Shellings Holly	IVS	3 GAL	448	EA		
37	'Ecoturf' Perennial Peanut	AG	1 GAL	9,034	EA		
38	St. Augustine Sod, patch and repair		SOD	1,000	SF		
IRRIGATION							
39	Shrub Irrigation ROW planting, adjust existing system and coordinate w/ City of Tampa			22,000	SF		

BID FORM

Bidder's Name: _____

ALT BID #2: R/W Landscape continued

ITEM	DESCRIPTION	ID	SIZE	QTY	UNIT	PRICE	AMOUNT
MISCELLANEOUS MATERIALS AND SITE WORK							
40	Prepared top soil and installation as needed, c. 1"			70	CY		
41	Pine Straw, 1" Peanut, 2.5" shrubs			77	CY		
42	Pre-emergent Herbicide			4	Bag		
43	Fertilizer 0-4-8 for perennial peanut			1	Bag		
44	Fertilizer 16-4-8, shrub beds			1	Bag		
45	Maintenance of Traffic (M.O.T.)			1	LS		
TOTAL ALT BID #2:							

ALT BID #3: Median Art

ITEM	DESCRIPTION	ID	SIZE	QTY	UNIT	PRICE	AMOUNT
46	Pressure wash concrete median, curb and gutter			25,000	SF		
47	Concrete stain art areas			10,000	SF		
48	Maintenance of Traffic (M.O.T.)			1	LS		
TOTAL ALT BID #3:							

TOTAL BASE BID AND ALTERNATES

BASE BID: Median Landscape	
ALT BID #1: Solar Lighting	
ALT BID #2: R/W Landscape	
ALT BID #3: Median Art	
<u>TOTAL CONSTRUCTION COST:</u>	

Notes:

* Tree source: (9) Slender Silhouette Sweet Gum reserved at Hunter Trees, LLC, 700 Indian Valley Rd, Alpine, AL 35014, Contact: Tim Braswell, ph: 205-641-4411, tim@huntertrees.com

** City of Tampa to provide and set up irrigation controllers

Abbreviations: CAL. = Caliper, CY = Cubic Yards, EA = Each, GAL = Gallon, LF = Linear Feet, LS = Lump Sum, SF = Square Foot, SY = Square Yards

Bidder's Name: _____

ADDITIONAL PAY ITEMS FOOTNOTES:

1. Mobilization Lump Sum shall also include project signs, construction video.
2. Item 6: Unit cost of trees shall include provisions and installation of underground staking.

ADDITIONAL NOTES:

1. The Contractor shall notify the Hillsborough County District Landscape Architect Allen Howell, phone:
(813) 373-1945, City of Tampa Parks & Recreation Team Supervisor Ken Akins, phone:
813-274-3339, and 'One Call 811', two (2) full business days prior to the start of construction.
2. Contractor shall have Work Site Traffic Supervisor certified in Advanced MOT to supervise the setup and operation of all MOT operations.
3. Contractor to submit a construction schedule and traffic work zone certification, to the Construction Representative of the City of Tampa, Florida, and Hillsboro County Project Engineer Larry Josephson, email: josephsonl@hcfi.gov, upon award of bid and before commencement of construction.
4. The Contractor shall be responsible for obtaining approval for the Maintenance of Traffic (MOT) plan from the City of Tampa, prior to commencing construction.
5. Contractor to have Current Florida Restricted use Pesticide License in the core curriculum, Right-of-Way Category.
6. Contractor to be trained through the Green Industry BMP program, limited certification – Urban Commercial Fertilizer.
7. Contractor shall furnish City of Tampa copies of the licenses/certification prior to start of work.
8. Contractor to include utility box adjustments within project limits, to bring boxes to finished grade. Boxes shall be traffic rated.
9. Contractor to submit to OWNER representative photographs of all the plant materials before delivery to the site. Any plant materials not approved before delivery to site can be rejected by OWNER at any time.

TOTAL BASE BID (LUMP SUM, UNIT PRICE, ALLOWANCE ITEMS):

\$ _____ Dollars

(Amount in Words)

TIME OF COMPLETION 90 CALENDAR DAYS

Bidder's Name: _____

AWARD

Award of the contract will be at the Owner's discretion, based on the base bid amount, and other criteria as the Owner deems appropriate in accordance with these contract documents.

End of Section

00-30-02 LIST OF SUBCONTRACTORS AND MAJOR MANUFACTURERS

The Following are Subcontractors to be employed by the Contractor and the approximate percentage of the total work to be performed by each.

Name and Address	Description of Work	Estimated % of Total Contract

End of Section

Listed below is the Manufacturer's Names of all of the Major items of Materials and Equipment to be furnished:

[illegible]

00-30-03
Materials and Equipment

00-30-04 BIDDER INFORMATION

The name of the Bidder submitting this Proposal is:

_____doing

business at _____,
Street Address City State Zip

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2026.

Signature of Bidder

Typed/Printed Name of Bidder

Title

License Number

Telephone Number

Federal I.D. Number

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its
seal affixed by its duly authorized officers this _____ day of _____, 2026.

(SEAL)

Name of Corporation

State of Incorporation

By

Typed/Printed Name

Title

Attest _____

Secretary

License Number

Telephone Number

Federal I.D. Number

End of Section

00-40-01 BID SECURITY FORM (FLORIDA BID BOND)

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

hereinafter called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____, having its principal place of business at

_____ in the State of _____

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto Westshore Alliance, of the State of Florida, represented by its Council, hereinafter called the OBLIGEE, in

the sum of _____ DOLLARS (\$ _____), for

the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to Westshore Alliance for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

West Shore Blvd. Median Landscape and Public Art

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 30 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 30 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Westshore Alliance, and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Westshore Alliance, and the Surety herein agrees to pay said immediately upon demand of the _____ in good and lawful money of the United States of America, as liquidated damages for failure there of said PRINCIPAL.

Signed and sealed this _____ day of _____, 2026.

PRINCIPAL

By

Typed Name & Title

SURETY

By - (Attorney-In-Fact)

Typed Name & Title

End of Section

00-40-02 NONCOLLUSION AFFIDAVIT

STATE OF _____)

) SS

COUNTY OF _____)

_____, being first duly sworn deposes and says that:

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

By _____

Sworn and subscribed to before me this _____ day of _____, 2026,
in the State of _____, County of _____.

Notary Public

My Commission Expires: _____

End of Section

00-40-03 PUBLIC ENTITY CRIMES STATEMENT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____

For: _____

This sworn statement is submitted by _____
(name or entity, submitting sworn statement)

whose business address is _____

_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is _____ and my relationship to the
(Please print name of individual signing)

entity named above is: _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(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, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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.

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

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

00-40-04 - DRUG FREE WORKPLACE CERTIFICATION

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: _____ BID NO: _____

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

Vendor's Signature

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

who, after first being sworn by me, affixed his/her signature in the space provided above on this day

of _____, 2026.

Notary Public

(Affix Seal)

My commission expires

End of Section

00-50-01 - AGREEMENT FORM – UNIT PRICE (SINGLE PRIME CONTRACT)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between Westshore Alliance (hereinafter called OWNER) and

_____(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

West Shore Blvd. Median Landscape and Public Art

ARTICLE 2. ARCHITECT or OWNER

The Project has been designed by:

Terra Tectonics design group international, inc – Landscape Architects

who is hereinafter called ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. - CONTRACT TIME

3.1. The Contractor shall commence the work to be performed under this Agreement within ten (10) days after the date specified for the commencement of the work in the Notice to Proceed and shall complete all work hereafter as follows:

3.1.1. Where specified, portions of the project, as described in this document, shall be complete by the dates and/or times indicated.

3.1.2. The Contractor shall perform the Base Bid Work to achieve Substantial Completion within **90** days from the date when the Contract Time commences to run.

3.1.3. The Contractor shall perform the Base Bid Work to achieve Final Completion within **30** days from the date Contractor achieves Substantial Completion of the Work

3.2. Liquidated Damages.

3.2.1. OWNER and CONTRACTOR recognizes that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times, or by the dates, specified in paragraph 3.1.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1.1 for Substantial Completion.

3.2.2. OWNER and CONTRACTOR recognizes that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times, or by the dates, specified in paragraph 3.1.2 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One thousand dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1.2 for Final Completion.

ARTICLE 4. - CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for the full, proper, and timely completion of the Work in accordance with the Contract Documents in current funds as follows:

_____ Dollars
(Amount in words)

\$ _____
(Amount in figures)

ARTICLE 5. - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ARCHITECT or OWNER as provided in these documents.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT or OWNER, on or about the 30th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established.

5.1.1. Prior to Substantial Completion, retainage will be held in an amount indicated below:

Up to 50% complete the retainage held will be 10% of "Total Earned to Date".

Above 50% complete the total retainage may be reduced to between 10% and 5% of the Total "Contract Price" at the discretion of the Owner, if satisfactory progress is maintained, based on original progress schedule submitted. Otherwise, the retainage held will be 10% of "Total Earned to Date" until Final Acceptance. Retainage reduction below 10% of the "Total Earned to Date" will be accomplished by ceasing withhold additional amounts from progress payments beyond 50% complete.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ARCHITECT shall determine, or OWNER may withhold.

5.2. Final Payment. Upon final completion and acceptance of the Work, the OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT or OWNER.

5.3. Notwithstanding anything hereto to the contrary, OWNER shall be entitled to withhold from any amount otherwise due to CONTRACTOR hereunder, any sums which are owed to OWNER by CONTRACTOR hereunder. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall immediately pay the difference to the OWNER.

5.4. With each Application for Payment relating to any progress payments, Contractor shall provide the following: (1) with respect to amounts contained in the current Application for Payment, conditional waivers and releases of lien from itself and all subcontractors, suppliers and materialmen associated with the Work; (2) with respect to amounts contained in all previous Applications for Payment, unconditional waivers and releases of liens from itself and all Subcontractors, suppliers and materialmen associated with the Work; and (3) if any of the Work is performed on a time and material basis, verification to the reasonable satisfaction of the Owner that the costs contained in the current Application for Payment have been incurred by Contractor. Further, with the Contractor's final Application for Payment, Contractor shall provide the following: (1) unconditional final waivers and releases of liens from itself and all subcontractors, suppliers and materialmen associated with the Work; (2) if any of the Work is performed

on a time and material basis, verification to the reasonable satisfaction of the Owner that the costs contained in the final Application for Payment have been incurred by Contractor; and (3) Contractor's Final Payment Affidavit in accordance with Florida's Construction Lien Law. In the absence of any such waivers or verifications, the Owner, at its sole option, may withhold all or any portion of funds otherwise due the Contractor to protect Owner from loss.

ARTICLE 6. - CONTRACTOR'S REPRESENTATIONS AND OTHER OBLIGATIONS

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

6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in this document and accepts the determination of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

6.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

6.6. CONTRACTOR has given ARCHITECT or OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT or OWNER is acceptable to CONTRACTOR.

6.7. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold OWNER and its officers, directors, members, agents, consultants and employees of any of them (collectively "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and legal expenses, arising out of or resulting from performance of the Work, whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom, but only to the extent that such claim, damage, loss or expense is caused by CONTRACTOR or anyone for whom it is liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Indemnification. This Indemnification is in addition to and not in lieu of common law indemnification to which the Indemnitee is entitled. The duty to defend under this Indemnification is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of CONTRACTOR or any Indemnitee. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to CONTRACTOR.

6.8. CONTRACTOR warrants to OWNER that any materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise and that all Work performed under this Agreement shall be free from all defects and in conformance with the requirements of this Agreement. In addition to the above warranties if, within one (1) year after Substantial Completion of the Work, or such longer periods of time as may be provided in the Contract Documents, any Work is found to be defective or not in conformance herewith, CONTRACTOR shall correct it promptly after receipt of written notice from OWNER. CONTRACTOR shall also be responsible for and pay for replacement or repair of any adjacent materials or work which may be damaged as a result of the correction of CONTRACTOR'S Work. These warranties are in addition to those implied warranties to which OWNER is entitled as a matter of law.

6.9. During the term of this Agreement, Contractor shall provide, pay for, and maintain with companies satisfactory to Owner, the City of Tampa, and Hillsborough County, the types of insurance described in the Insurance Requirements on Page 4, which is incorporated herein.

6.9.1. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance. The authorized representative of the insurance company shown on the certificate must personally manually sign each certificate. If CONTRACTOR fails to submit the certificate(s) verifying the minimum coverages and amount specified herein, the OWNER, at its own discretion, may terminate this agreement in such manner as provided herein. CONTRACTOR shall obtain the following coverage: Commercial General Liability Insurance. Completed operations liability coverage shall be maintained for a minimum of one-year following installation of the improvements.

6.10. The CONTRACTOR shall keep the Project premises and surrounding areas free from accumulation of waste materials or rubbish caused by Work performed under the Agreement. At completion of the Work, the CONTRACTOR shall remove from and about the Project waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

ARTICLE 7. - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the

Work consists of the following:

7.1. This Agreement.

7.2. Exhibits to this Agreement (including the Insurance Requirements).

7.3. Performance and other Bonds.

7.4. Notice of Award.

7.5. Drawings bearing the title **West Shore Blvd Median Landscape and Public Art** as listed in table of contents thereof. *PLANS SIGNED AND SEALED, AND DATED MAY 18, 2026*

7.6 Drawings, consisting of sheets bearing the following general titles:

Sheet No	Sheet Name
1	KEY SHEET
2	PROJECT OVERVIEW - LAYOUT
3-5	OVERVIEW SHEETS
6	RENDERINGS
7-8	GENERAL NOTES
9-11	GENERAL LANDSCAPE NOTES
12	PROJECT MATERIALS MEDIANS
13-13A	PROJECT MATERIALS ALTERNATE BIDS
14-15	PLANTING DETAILS
16	IRRIGATION NOTES
17-20	IRRIGATION DETAILS
21	CONCRETE STAIN SPECIFICATIONS
22	LIGHTING DETAILS
23	MAINTENANCE NARRATIVE
24	MAINTENANCE SPECIFICATIONS
25	PROJECT LAYOUT
26-28	LANDSCAPE PLANS
29-30	LANDSCAPE PLANS - MEDIANS
31-32	IRRIGATION PLANS - MEDIANS
33-43	PUBLIC ART MEDIAN
44-45	FDOT STANDARD PLANS: MOBILE OPERATIONS
46-51	FDOT STANDARD PLANS: MULTILANE ROADWAY, LANE CLOSURES

7.9. Addenda numbers _____ to _____, inclusive.

7.10. CONTRACTOR's Bid (pages _____ to _____, inclusive).

7.11. Documents submitted by CONTRACTOR prior to Notice of Award
(pages _____ to _____, inclusive).

7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

7.13. The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8. - MISCELLANEOUS

8.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.3. The parties hereto acknowledge that they have carefully reviewed this Agreement and have had the opportunity to be advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

8.4. This Agreement constitutes the total understanding of the parties and supersedes all prior agreements and negotiations between the parties. No modification, alteration or waiver of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date of this Agreement and duly executed by the party or parties intended to be bound by it.

8.5. Either party's failure to insist on performance of any of the terms and conditions contained herein or to exercise any right or privilege or either party's waiver of any breach hereunder shall not thereafter waive any of that party's rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly in writing by the party waiving such specific breach.

8.6. In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or

abated only to the extent required to remove or cure such illegal or unenforceable portion.

ARTICLE 9. OTHER PROVISIONS

9.1. IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR or to ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

9.2. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representative with decision-making power. Failing resolution and prior to commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed upon mediator certified by the State of Florida. Any litigation between Contractor and Owner, whether arising out the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate state court of the State of Florida in and for Hillsborough County, Florida.

9.3. Owner shall have the right to terminate this Contract without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld, and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

9.4. Owner shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, to the extent Contractor's cost or time is impacted, CONTRACTOR shall be entitled to make a claim for an equitable adjustment to the Contract Time and Contract Price, accordingly.

This Agreement will be effective on _____, 2026 .

Westshore Alliance

OWNER

CONTRACTOR

By

By

Typed/Printed Name & Title

Typed/Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest - Title

Attest - Title

Approved as to form and legality:

Attorney

Date

OWNER

CONTRACTOR

Address for giving notices

Address for giving notices

Westshore Alliance

3109 W. Dr. MLK Jr. Boulevard, Suite 140

Tampa FL 33607

(If OWNER is a public body,
attach evidence of authority

to sign and resolution or
other documents authorizing
execution of Agreement.)

(If CONTRACTOR is a corporation,
attach evidence of authority to sign.)

License No. _____

Agent for service of process:

End of Section

00-60-01 PERFORMANCE BOND FORM

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(contractor)

of _____
(contractor's address)

hereinafter called the CONTRACTOR (Principal), and _____
(surety)

of _____
(surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of
hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY,
are held and firmly bound unto the **Westshore Alliance** as OWNER (obligee),
in the sum of _____ DOLLARS
(\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the
OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the
OWNER, dated _____, 20_____, to furnish at his own cost, charges, and expense all the necessary
materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans,
Drawings, and Specifications prepared by the Owner or Architect, all of which is made a part of said
Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract,
consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made
a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall
in all respects comply with the terms and conditions of said Contract and his obligation thereunder,
including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as
prepared by said Consulting Architects, the Contractor's bids accepted by the above Owner, the Bid and
Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids),
and shall indemnify and save harmless the above Owner against and from all costs, expenses, damages,
attorney's fees, including appellate proceedings, injury, or loss to which said Owner may be subject by

reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this ____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____

By _____ (Seal)

Typed/Printed Name & Title

Attest

SURETY _____

By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____, 20 _____

Attorney

Typed/Printed Name & Title

End of Section

00-60-02 PAYMENT BOND FORM

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

(contractor)

of _____

(contractor's address)

hereinafter called the CONTRACTOR (Principal), and

(surety)

of _____

(surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____

hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the Westshore Alliance as OWNER (obligee), in the sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, 20 _____, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Owner or Landscape Architect all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Consulting Architects, the Contractor's bid as accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids),

and further that if said CONTRACTOR shall promptly make payments to all person supplying materials, equipment, and/or labor used directly or indirectly by said Contractor or subcontractors in the prosecution of the work provided for in said Contract in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents; AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the SURETY as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the SURETY shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this

_____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____

By _____(Seal)

Typed/Printed Name & Title

Attest

SURETY _____

By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____, 20_____

Attorney

Typed/Printed Name & Title

End of Section

01-00-01 - CONTRACTOR'S CODE OF CONDUCT FORM

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on the project site are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with Westshore Alliance employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the project site. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. Westshore Alliance has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to Westshore Alliance. Any matter involving health or safety, including any altercations, should be reported to Westshore Alliance immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with Westshore Alliance."

Signature

Date

Title

End of Section

01-00-02 - SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The work may consist of, but may not be limited to the following construction project for

West Shore Blvd. Median Landscape and Public Art:

The Project is located within the medians and right-of-way of North West Shore Blvd. between Kennedy Blvd and Spruce St., in the City of Tampa, Florida as shown on the project plans, and includes the items below:

- Removal and replacement of soils in medians
- Installation of irrigation system in medians including coordination with City of Tampa
- Provision and planting of ground covers and shrub and tree materials in medians, including underground staking of trees
- Maintenance of Traffic (MOT) for Operations in Medians and within the right-of-way
- Installation of solar powered tree lighting in medians
- Herbicidal spray of existing sod between curb and sidewalk
- Removal of sod and replacement of soils for new shrub beds
- Repair and Adjustment of existing irrigation system in planted right-of-way areas
- Provision and planting of ground covers and shrub materials in right-of-way between curb and sidewalk
- Pressure washing concrete medians including all median curb and gutters
- Painting art patterns per provided design on concrete medians
- 12-month maintenance of installed materials
- 12-month Warranty after Final Acceptance

B. The Contractor shall furnish and install all labor, equipment, material, and incidentals, which are necessary for the full completion of the work whether specifically indicated in the Contract Documents or not. This includes, but is not limited to staging of material, coordination with the Owner, workplace safety, restoration, cleanup, etc.

1.02 PLANS AND SPECIFICATIONS

A. The Plans and the Specifications indicate the extent and nature of the work to be performed.

B. Plans: When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

C. Supplementary Drawings: When, in the opinion of the Owner or Architect, it becomes necessary to explain more fully the work to be done or to illustrate the work further, or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared and given to the Contractor.

D. Contractor to Check Plans and Data: The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Owner, and shall notify him Owner of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Architect or Owner, should such errors or omissions be discovered. All schedules are given for the convenience of the Owner and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Intent:

1. All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

3. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer

1. All transactions with the manufacturers or subcontractors shall be through the Contractor.
2. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of services, shall be made by the same manufacturer.
3. Delivery: The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

B. Installation of Equipment.

1. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

1.04 CONSTRUCTION AREAS

The Contractor shall:

A. Limit his use of the construction areas for work and for storage, to allow for:

1. Work by other contractors.
2. Owner use.

B. Coordinate use of work site under direction of Owner's Representative.

C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

D. Move any stored-products, under Contractor's control, which interfere with operations of the Owner or separate contractor.

E. Obtain and pay for the use of additional storage of work areas needed for operations.

End of Section

01-00-03 - PRE-CONSTRUCTION VIDEO

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials equipment, and incidentals required to videograph all areas within the project area, as shown in the drawings and as specified herein. Contractor shall videograph the existing conditions including the nearby buildings, fence, utilities drainage area etc.

B. The pre-construction video shall be done by a professional videographer who is fully experienced, and qualified with the specified equipment. The Contractor shall provide a finished DVD or mp4 file of the videography to Owner for review.

C. The audio shall be done by a person qualified and knowledgeable in the specifics of the contract, who shall speak with the clarity and diction so as to be easily understood.

1.02 COSTS

A. The Contractor shall pay costs for specified video DVD or mp4 file and shall deliver two (2) copies to the Owner or send the digital mp4 file via email to **maurino@chooswestshore.com**.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

A. All videography shall be in color.

B. Coverage shall include, but not be limited to, the exterior of existing buildings, driveways, adjacent landscaping, fences, and utilities. Of particular concern, are any existing faults, fractures, defects or other imperfections exhibited by the above mentioned surface features. Audio description shall be made simultaneously with the support video coverage.

C. No construction shall start until pre-construction videography is complete. Any portion of the provided DVD coverage deemed unacceptable by the Owner or Architect shall be re-videographed and a new DVD provided by the Contractor, at no additional cost to the Owner.

End of Section