



**BID, CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
SOUTH REGIONAL LAKE – PHASE 1
CITY OF FELLSMERE / SJRWMD PROJECT NO. 32694**

PREPARED FOR
THE CITY OF FELLSMERE
INDIAN RIVER COUNTY, FLORIDA
JOEL TYSON, MAYOR
FERNANDO HERRERA
INOCENSIA HERNANDEZ
SARA SAVAGE
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JASON NUNEMAKER, CITY MANAGER

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OUTLINE

Bid Package

- Invitation to Bid
- Instructions to Bidders
- Bid Form, including Schedule of Bid Prices
- Information Required of Bidders
- Bid Bond Form
- Statement on Public Entity Crimes
- Certification of E-Verify
- Trench Safety Act

Contract Forms

- Notice of Award
- Notice to Proceed
- Contract
- Performance Bond
- Payment Bond
- Request for Payment
- Substantial Completion
- Change Order
- Contractor's Final Certification of Work

General Conditions

Supplement Conditions

Technical Specifications

INVITATION TO BID

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the City of Fellsmere until **2:00 p.m.** on **Tuesday, February 5, 2019**, at which time the bids will be opened, for furnishing all labor and materials for the following project:

South Regional Lake – Phase 1

Bids may be submitted by any one of the following means:

- sent by mail or hand-delivered to City Clerk, 22 South Orange Street, Fellsmere, Florida 32948

Copies of the instructions to bidders, bid forms, plans, general conditions, specifications, technical specifications and other bidding documents are on file in the offices of the Community Development Department at the above address and open for public inspection.

Bids will be publicly opened and read aloud at 22 S. Orange Street, Fellsmere, Florida 32948 immediately following the bid deadline.

Bids received after the time set for the opening of the bids will not be considered and will be returned unopened, subject to the provisions of the Instructions to Bidders.

Copies of the instructions to bidders, bid forms, plans, general conditions, specifications and other bidding documents may be obtained by any one of the following means:

- Download from <https://www.cityoffellsmere.org/rfps> at no charge or
- Purchase hard copy versions from Mark D. Mathes, City of Fellsmere, 22 S. Orange Street, Fellsmere, Florida 32948 at a cost of \$50.00, non-refundable.

All bids shall be submitted on the Bid Proposal forms provided in the Specifications. If the Contract is awarded to a Bidder, that Bidder shall enter into a Contract with the City and furnish the required Performance and Payment Bonds and Certificates of Insurance. A contract must be executed within thirty (30) days following the award of the successful bidder.

The City reserves the right to delay the awarding of the Contract for up to sixty (60) days after the bid opening, to waive informalities in any bid, or to reject any or all bids in whole or in part with or without cause/or to accept the bid that is the lowest, responsive, responsible bidder.

Dated: December 14, 2018



Community Development Director

INSTRUCTIONS TO BIDDERS

SOUTH REGIONAL LAKE – PHASE 1

Bids will be received by the City Clerk of the City of Fellsmere, Indian River County, Florida, at the place and until the time specified in the Invitation to Bid and then publicly read aloud. (Note: A bidding party may be referred to hereinafter as *Bidder* or *Contractor*, as the case may be. The City of Fellsmere may be referred to hereinafter as the *City*.)

1.0 Preparation of Bids.

1.1 Bids shall be submitted in duplicate on the Bid Forms furnished by City or copies thereof. Bidders shall strictly comply with the requirements of the Invitation to Bid, these instructions, and the instructions on the bid form. All designations and prices shall be fully and clearly set forth. Copies of the bid shall be identical. All blank spaces in the bid form shall be suitably completed.

1.2 Each bid must give the full business address of bidder and be signed by bidder with bidder's usual signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary or other person authorized to bind the corporation. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by a member of the partnership or by an authorized representative, followed by the signature and title of the person signing. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes *president*, *secretary*, *agent* or other title to his or her signature without disclosing the principal, may be held to be the bid of the individual signing. When requested by City, satisfactory evidence of the authority of the officer signing in behalf of a corporation must be furnished.

1.3 Bids shall be completed in ink or typewritten. Erasures or other changes in the bids shall be explained or noted over the signature of bidder.

1.4 The bid price stated in the proposal shall include all taxes, license and assessments, which might be lawfully assessed against the City or Contractor on the date of the proposal. This shall include applicable federal, state and local taxes, license fees, sales taxes, use taxes, occupational assessments, and similar taxes.

1.5 The Bid shall acknowledge of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

1.6 The address to which communications regarding the Bid are to be directed shall be shown.

1.7 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by a completed Statement on Public Entity Crimes. 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 thereof.

1.8 For the convenience of bidders, extra sets of bid forms are available at no cost and on demand, at the offices of the City Clerk of the City of Fellsmere, 22 South Orange Street, Fellsmere, Florida 32948.

1.9 The successful Bidder will be responsible for compliance with all applicable safety-related Federal and State statutes and regulations.

2.0 Modification and Withdrawal of Bids. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered

INSTRUCTIONS TO BIDDERS

to the place where Bids are to be submitted at any time prior to the opening of Bids. Negligence on the part of Bidder in preparing the bid confers no right for the withdrawal after the bid has been opened; provided, however, that if, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with City and promptly thereafter demonstrates to the City's reasonable satisfaction that there was a material and substantial mistake in the preparation of such Bid, that Bidder may withdraw such Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

3.0 Opening Bids. Bids will be opened publicly and read aloud for the information of bidders and others properly interested who may be present, either in person or by representative. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. All Bids shall remain open for sixty days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

4.0 Alternative Bids. Alternative bids will not be considered unless they have been requested.

5.0 Interpretation of Contract Documents. Oral interpretations as to the meaning of the drawings and specifications or other contract documents will not be given to any bidder. Every request for interpretation shall be made in writing, addressed and forwarded to Clint Rahjes, PE, Carter & Associates, Inc., 1708 21st Street, Vero Beach, FL 32960 or via email to clintr@caterassoc.com at least **ten** or more days before the date for opening of bids. Every interpretation made to a bidder will be in the form of an addendum to contract documents, which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

6.0 Conditions of Work. Each bidder shall visit the site of the proposed work and inform him/her/itself of the conditions relating to construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in the bid.

7.0 Examination of Information Concerning Supplies or Manufactured Articles. The Bidder or Bidder's authorized agent is expected to examine the maps, drawings, specifications, circulars, schedules and all other instructions pertaining to the work, which will be open to inspection. Failure to do so will be at Bidder's own risk, and Bidder will not be entitled to secure relief due to error in the bid. In case of error in the extension of prices, the unit price will govern.

8.0 Submission of Information Concerning Supplies or Manufactured Articles. In bids for supplies or manufactured articles, Bidder will state whether Bidder is a manufacturer of or a regular dealer in the articles. If practical to do so, a bidder who is not a manufacturer will give the name of the manufacturer from whom the articles are to be obtained, including catalog references.

9.0 Qualification of Bidder. Each bidder must furnish a statement, on the form furnished for that purpose, of a bidder's construction experience, bidder's organization available for the work contemplated and such other information as is required by the Supplemental Conditions. The

INSTRUCTIONS TO BIDDERS

statement must be submitted at or within the time given in the Supplemental Conditions. City shall have the right to take such steps as it deems necessary to determine the ability of Bidder to perform the work, and Bidder must furnish to City all such information and data for this purpose as City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by Bidder does not satisfy City in its sole discretion that Bidder is qualified to properly carry out the terms of the contract.

10.0 Bid Security. Each bid shall be accompanied by a certified check made payable to the order of City of Fellsmere in the sum of not less than 5% of the estimated expense of the improvement, or a bond with sufficient sureties on the City-approved Bid Bond form, to be approved by City in a penal sum equal to 100% of the estimated expense of the improvement, and naming City as obligee. The security shall be returned to all bidders, except the three lowest responsible bidders within ten days after the opening of bids. The remaining security shall be returned within ten days after the bidder to whom the City has awarded the contract has executed the contract.

11.0 Contract Time. The number of days within which, or the date by which, the Work is to be completed (hereinafter the contract time) is set forth in the Agreement. When not otherwise specified, Bidder shall state the least number of calendar days, counting Sundays and holidays, after date of receipt of notice to proceed, in which Bidder will commence performance and the number of calendar days, counting Sundays and holidays, after such receipt in which Bidder will substantially complete the work. In stating time, Bidder should make due allowance for probable difficulties that may be encountered. Time will be a consideration in evaluating the bids and the Bidders may be asked to show the Owner that their time bid is reasonable and probable.

12.0 Substitute Material and Equipment. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City's authorized representative, application for such acceptance will not be considered until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by the City or its authorized representative is set forth in the General Conditions.

13.0 Subcontractors.

13.1 The Bidder shall list proposed subcontractors on the *Information Required of Bidders* Form.

13.2 The General Conditions require the identity of certain Subcontractors and other persons and organizations be submitted to the City in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder so requested, may within seven days after the day of the Bid opening submit to the City a revised list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work for which identification is required. **Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization, if requested by the City.** If the City or its design representative, after due investigation, has

INSTRUCTIONS TO BIDDERS

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 the apparent Successful Bidder declines to make such substitution, the contract shall not be awarded to such Bidder. The Bidder's refusal to make any such substitution will not constitute grounds for sacrificing the Bidder's Bid Security. Any Subcontractor, other person or organization so listed and to whom City or its design representative does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and its design representative.

13.3 No Contractor shall be required to employ any Subcontractor, other person or organization to whom or which there is reasonable objection.

14.0 Bond Requirements

14.1 A good and sufficient construction bond will be required of the contractor to whom the contract is awarded in the sum of 125% of the contract price, executed to the City of Fellsmere and conditioned on faithful performance of the work.

14.2 A good and sufficient statutory (payment) bond will be required of a contractor in the sum of 100% of the contract price executed to the City of Fellsmere and conditioned on payment of all labor, material and equipment used in the work.

14.3 All such bonds shall be on forms approved by the City and must be signed by a surety company licensed to do business in the State of Florida and acceptable to the City of Fellsmere.

15.0 Persons Interested in More Than One Bid. If more than one bid is offered by any one person, by or in the name of an agent, partner or other person, all such bids may be rejected. However, when called for, a bidder may submit alternative bids or may quote difference prices on different qualities of material or different conditions of delivery. Further, a person who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.

16.0 Time of Opening Bids. Bids received prior to the time of opening will be kept unopened in a secure place. The officer whose duty it is to open them will decide when the specified time has arrived. No bid received thereafter will be considered, except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the failure to arrive timely was due solely to delay in the mail for which Bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Telegraphic bids will not be considered.

17.0 Award of Contract. City shall determine the lowest responsible and responsive bidder or bidders whose bid has been made and filed in conformity with the published notice, and the contract shall be awarded to the lowest responsible and responsive bidder, unless in the judgment of City it shall be in the interests of City to reject all bids and advertise again. The City reserves the right, at its sole discretion and without cause or justification, to reject any or all bids. The City also reserves the right to waive any formalities, informalities and technicalities or to reject all bids and re-advertise, at the City's sole discretion.

INSTRUCTIONS TO BIDDERS

18.0 Interpretation of Approximate Quantities. The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Specifications as shown on the Bid Schedule, or elsewhere, is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

19.0 Contract. The Bidder to whom the Contract is awarded shall, within ten (10) days of the Notice of Award, execute and deliver five (5) copies of the following to the City: (a) Agreement; (b) Performance Bond; (c) Payment Bond; and (d) Certificates of Insurance.

20.0 Non-discrimination. Believing in the dignity and worth of every person, the City is committed to social justice and therefore strongly encourages the Contractor and its subcontractors to provide equal employment opportunities to women and to minorities.

21.0 Failure to timely contract with City. If the Bidder to whom the contract has been awarded refuses or fails to complete the requirements of Article 20.0 above within ten (10) days after Notice of Award, the additional time in calendar days required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Bid, proceed against the Bid Bond of any Bidder failing to execute the awarded Contract. In such case, the Bidder shall be held by the City for consequential damages incurred, and the Contract shall be awarded as the City desires.

City of Fellsmere

Dated: November 19, 2018



Community Development Director

BID FORM

SOUTH REGIONAL LAKE – PHASE 1

To: CITY CLERK, City of Fellsmere, 22 South Orange Street, Fellsmere, Florida 32948
(Note: As used hereinafter *Bidder* shall mean *Bidder* or *Contractor*, as the case may be, and *City* shall mean *The City of Fellsmere*).

IN COMPLIANCE WITH the City of Fellsmere's Invitation to Bid, dated _____, the undersigned, _____, proposes and agrees as follows:

1. Being familiar with the local conditions affecting the cost of the Work, and with the contract documents, including the Invitation for Bids, Instructions to Bidders, General, Supplemental and Technical Specifications, and plans and addenda Nos. _____ on file in the office of the City Clerk of the City of Fellsmere, 22 South Orange Street, Fellsmere, Indian River County, Florida, and in accordance with the provisions of the foregoing documents, the undersigned Bidder proposes to furnish all work and labor, materials and equipment necessary for the following, in accordance with said specifications and plans for the South Regional Lake – Phase 1, or as the case may be, for the sum of \$ _____.

It is understood that certain quantities shown in the schedule are approximate only, subject to increase or decrease and for the purpose of bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with quantities placed in the construction as more specifically provided in the Instructions to Bidders and Specifications included as part of the Contract Documents.

Each bidder must bid on all alternate proposals listed in the specifications. If no alternates are listed in the specifications, disregard the following blanks:

Alternate No. 1 add \$ _____
 deduct

Alternate No. 2 add \$ _____
 deduct

Alternate No. 3 add \$ _____
 deduct

2. To do any extra work which may be ordered by the City or its authorized representative, and to accept as full compensation therefore such prices as may be agreed upon in writing by the City and the Contractor in the Contract Documents.

3. In submitting the bid it is understood that the City reserves the right to reject any and all bids. It is agreed that this bid may not be withdrawn except as provided in the Instructions to Bidders.

BID FORM

4. Within ten (10) days from the date of acceptance of this proposal, to execute the contract and to furnish to the City required Certificates of Insurance and a Performance Bond in an amount equal to 125% of the contract price and a Payment Bond in an amount equal of 100% of the contract price. The Contractor shall provide two (2) separate bonds, a combined Payment and Performance Bond is unacceptable.

5. The undersigned proposes to complete the work in _____ calendar days from the date of award of the contract.

7. To pay to the City as liquidated damages, and not as a penalty, on the account of delay, for each calendar day elapsing between the date herein specified as the date for full completion and the actual date of full completion of the contract work, the amount of \$250.00 per day, pursuant to the terms of the Supplemental Conditions.

8. Catalogues, drawings, specifications, performance data and other descriptive information of special equipment or other items required by the specifications, are included with this bid, in _____.

9. Bidder certifies that no member of the Council of the City of Fellsmere shall benefit directly or indirectly from the contract, that this proposal is made without connection with any other person, company or party making a bid or proposal, and that this proposal is in all respects fair and in good faith, without collusion or fraud.

10. Bidder hereby certifies that it has all licenses required by Federal, State and local law, statute, regulation and/or ordinance. The Bidder's Contractor's License No. is _____.

10. Bidder hereby acknowledges receipt of the following addenda:

No.: _____, date: _____;
No.: _____, date: _____;
No.: _____, date: _____;
No.: _____, date: _____.

The names of all persons interested in the foregoing proposal as principals are as follows: (If the bidder or other interested person is a corporation, state the legal name of the corporation, also the names of the president, secretary, treasurer and manager thereof; if a partnership, state true name of the firm, also names of all individual partners composing the firm; if the bidder or interested person is an individual, please state their first and last name in full.)

BID FORM

SIGNATURE OF BIDDER*

Dated _____

Name of Bidder:

_____ Signature

By: _____ Print Name & Title

By: _____ Print Name & Title

Address:

* If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth below, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership. If the bidder is an individual, the individual's signature shall be placed below.

INFORMATION REQUIRED OF BIDDERS

GENERAL INFORMATION

THE UNDERSIGNED BIDDER GUARANTEES THAT THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY BE CONSIDERED SUFFICIENT JUSTIFICATION TO DISQUALIFY A BIDDER. ADDITIONAL SHEETS SHALL BE ATTACHED AS REQUIRED.

1. Contractor's Name/Address _____

2. Contractor's Telephone Number: _____
3. Contractor's License: _____
4. Number of years as a Contractor in construction work of the type involved in this contract: _____
5. What is the last project of this nature that you have completed?

6. Have you ever failed to complete work awarded to you; if so, where and why? _____

7. List the names and titles of all officers of Contractor's firm

8. Name of person who inspected site or proposed work for your firm:
Name: _____
Date of Inspection: _____

NOTE: If requested by the City of Fellsmere, the bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of his current financial condition.

INFORMATION REQUIRED OF BIDDERS

LIST OF SUB-CONTRACTORS

The Bidder **SHALL** list below the name and address of each Sub-Contractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Sub-Contractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Fellsmere. Sub-Contractors must be properly licensed and hold a valid Certificate of Competency.

	<u>Work to be Performed</u>	<u>Sub-Contractor's Name/Address</u>
1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____
	_____	_____
4.	_____	_____
	_____	_____
5.	_____	_____
	_____	_____
6.	_____	_____
	_____	_____
7.	_____	_____
	_____	_____
8.	_____	_____
	_____	_____

Note: Attach additional sheets if required.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal and _____ as Surety, a corporation duly organized under the Laws of the State of _____ with its principal offices located at _____ and authorized to do business in the State of Florida, are held and firmly bound unto CITY OF FELLSMERE (hereinafter *City*) in the penal sum of _____, lawful money of the United States, amounting to _____% of the total bid price, for the payment of which, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The reason for this obligation is that the Principal has submitted the accompanying bid dated _____, 20____, for the South Regional Lake – Phase 1.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the contract documents and shall within ten (10) calendar days after the prescribed forms are presented to the Principal for signature enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of laborers and material men, then the above obligation shall be void and of no effect; provided, however, that, in the event of the withdrawal of said bid within the periods specified or the failure to enter into said contract and give such bonds within the time specified, then the Principal shall forfeit the said bid bond amount to the City, paying to City _____ % of the total bid price.

It is further agreed that if the CITY is required to initiate legal proceedings to recover on this bond, it may also recover its costs relating thereto including a reasonable amount for attorneys' fees.

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

BID BOND

WITNESSES (if individual)

PRINCIPAL

By: _____
Title _____

ATTEST (if corporation)

Title _____

Corporate Seal _____

SURETY

By _____

Title _____

Any claims under this bond may be addressed to :

Name and address of Surety

Name and address of agent or
Representative in Florida
If different from above

Telephone number of Surety
and agent or representative in Florida

ATTEST

Title

Corporate Seal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and 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 _____.
2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and whose mailing address, if different, is: _____ . 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 _____ (please print name of individual signing) and my relationship to the entity named above is _____.
4. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is 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 any 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 286.133(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.
6. I understand that an *affiliate* as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint

STATEMENT OF PUBLIC ENTITY CRIMES

venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

7. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, 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 agent 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 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

STATEMENT OF PUBLIC ENTITY CRIMES

Dated: _____

(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 _____, 20____.

WITNESS my hand and official seal in the State and County last aforesaid this
_____ day of _____, 20____.

Notary /State of Florida at Large

Personally Known _____ OR produced identification _____

Type of identification produced: _____

CERTIFICATION OF E-VERIFY

City of Fellsmere / SJRWMD Contract #32694

Project Description: Provide materials, machinery, equipment, labor and utilities to construct the South Regional Lake – Phase 1, a stormwater park, including but not limited to: earthwork, subgrade, base, surface course, drainage structures and pipes, and ancillaries needed to complete the specified construction.

Contractor acknowledges and agrees to the following:

Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Local Agency.

Company/Firm: _____

Authorized
Signature: _____

Written Name: _____

Title: _____

Date: _____

SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the: Bid Form for The City of Fellsmere, SOUTH REGIONAL LAKE – PHASE 1

2. This Sworn Statement is submitted by _____,
(Legal Name of Entity Submitting Sworn Statement)
hereinafter "BIDDER". The BIDDER's address is _____

BIDDER's Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the BIDDER
(Print Name of Individual Signing)
is _____
(Position or Title)
I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et. seq. Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.

6. The BIDDER has allocated and included in its Bid the total amount of \$_____, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: _____

_____.

7. The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness, or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

The BIDDER has allocated and included in its Bid the total amount of \$_____ based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: _____

SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

8. The BIDDER, in submitting this Bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER: _____
By: _____
Position or Title: _____
Date: _____

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 _____, 20____.

Notary Public, State at large
My Commission Expires:

END OF SECTION