

**CITY OF FERNANDINA BEACH, FLORIDA  
INVITATION TO BID #10-22  
MAINTENANCE/STREETS**

**INTRODUCTION**

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **CONCRETE SIDEWALKS, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK.**

The City will receive sealed bids at the location stated below not later than 2:00 pm, September 16, 2010.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2010-2011 budget.

**BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB AND BID PROCESS AND EXHIBITS.**

The original bid submittal (**1 original, 2 copies**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #10-22 and** addressed to:

City of Fernandina Beach  
Attn: City Clerk's Office – **ITB#10-22**  
204 Ash Street  
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified Bid Form (**1 original, 2 copies**), hereto attached as "Exhibit A". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "Public Entity Crimes Statement" herein provided as "Exhibit B", a "Drug Free Workplace Certification", herein provided as "Exhibit C".

## **SPECIFICATIONS**

### **SIDEWALK & ADA RAMP CONSTRUCTION**

- SUBGRADE: 95% Max Density, AASHTO T-180
- MATERIAL: 3000 psi concrete with fiber mesh
- THICKNESS: Sidewalk running – 4” thickness  
Sidewalk at driveways - 6” thickness
- FINISH: Broom or slip finish  
Cut joints every 5 feet with expansion joints at 20 feet  
Tooled edges and joints
- ADA RAMPS: Transition from sidewalk to roadway, 5’ width,  
Comply with current A.D.A. specifications  
Detectable Warnings at new ramps are included in the cost of the curb ramp  
Detectable Warnings applied to existing curb ramps will be paid per each ramp  
that warnings are installed.
- SCHEDULE: Work shall begin within 14 days of request.

### **CURB CONSTRUCTION**

- SUBGRADE: 98% Max Density, AASHTO T-180
- MATERIAL: 3000 psi concrete
- DIMENSIONS: All curbing shall be formed & finished in accordance with FDOT Index
- SCHEDULE: Work shall begin within 14 days of request.

### **MISCELLANEOUS FLATWORK**

- SUBGRADE: 98% Max Density, AASHTO T-180
- MATERIAL: 3500 psi concrete with fiber mesh
- THICKNESS: Unreinforced - 4” or 6” thickness  
Reinforced – 6” or 8” thickness
- REINFORCING: Grade 60 rebar, CRSI standard un-coated
- SCHEDULE: Work shall begin within 14 days of request.

EMERGENCY REQUESTS: Need for rapid repair work shall begin 3 days from request and completed within 5 days. Surcharge for emergency repairs shall be quoted separately on Exhibit A Bid Form.

### **SPECIAL CONDITIONS**

Contractor will be responsible for all supervision, labor, equipment and material. Contractor will be responsible for all maintenance of traffic as well as managing all barricades and traffic control through job completion. No separate payment shall be made for maintenance of traffic.

Contractor will be required to saw-cut asphalt as needed. Site must be cleaned to as-found condition prior to job being considered completed.

This is a continuing contract and there is no guaranteed minimum amount that will be awarded. Amounts shown on Exhibit "A", Bid Form is to be used solely for purposes of establishing unit prices for work performed during the life of the contract.

Estimated annual expenditure is \$25,000. The City of Fernandina Beach reserves the right to increase or decrease estimated annual quantities to meet additional or reduced requirements based on the City's 2010-2011 budget.

Pricing is to remain firm for contract duration, beginning October 1, 2010 through September 30, 2011. Surcharges or fees must be identified and quoted.

Contractor will furnish a minimum of one (1) sub grade density test, with testing interval of one density test per 50 lineal feet of new curb, or each 100 lineal feet of sidewalk. Provide name of the testing laboratory and furnish test results upon request by the City of Fernandina Beach, prior to placement.

All work will be completed in a timely manner after notice to proceed and coordinated with the City's Street Maintenance Manager.

### **GENERAL**

Contractor will be required to comply with FDOT specifications and requirements.

Contractor will be responsible for managing all pedestrian and vehicle traffic during construction.

All clean up and disposal of excess material will be the contractor's responsibility.

Surcharges or fees will not be permitted unless identified and quoted in the original bid and included in the final contract.

### **DURATION**

An initial contract shall be awarded for a period of one (1) year. Pricing shall remain firm throughout the contract duration, anticipated to run from October 1, 2010 through September 30, 2011.

The Contract may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties.

Contract may be terminated by either party with 60 days written notification.

**QUALIFICATIONS**

Bidders must submit with their Bid Proposal EXHIBIT ‘D’, which is evidence of their capabilities to complete the project. This will include a list of similar projects (scope and size) successfully completed in the past and a reference list.

The successful bidder will be required to demonstrate that they have adequate personnel and equipment to perform the work.

Failure to submit qualification information with the Bid Proposal may result in rejection of a Bid.

Successful Bidder is required to have a Business License in the city where their home office is located and a Florida Contractors’ License in the State of Florida, according to Ch. 489 Florida Statutes. If Bidder’s business office is located in the City of Fernandina Beach, a business tax license is required.

**PERFORMANCE**

The work required under this bid shall be performed by the entity submitting the bid. Sub-contracting will not be permitted.

**AWARD**

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Award will be made based on the most qualified vendor with the best value. Bidders must bid on all items for the bid to be considered responsive.

Award of this bid may be made to the two (2) contractors submitting the best value and best overall bids. Should the contractor submitting the lowest bid be unable to perform the services necessary within the time frames required, the City may secure services of the second low contractor.

**BID PACKAGE**

Bid Documents and Specifications can be downloaded online at [www.fbfl.us](http://www.fbfl.us), Bids and Purchasing web page. Any questions regarding the bid package can be directed to Deni Murray, Purchasing Agent at [dmurray@fbfl.org](mailto:dmurray@fbfl.org) or (904) 277-7311.

**CONTACT**

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below:

<u>Department</u>	<u>Contact</u>	<u>Email</u>	<u>Phone</u>
Maintenance/Streets	Glenn Semanisin	<a href="mailto:gsemanisin@fbfl.org">gsemanisin@fbfl.org</a>	277-7389

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

**ADDENDA**

A written response to bidder questions will be issued via Addendum and posted on the City’s website at [www.fbfl.us](http://www.fbfl.us), Bids and Purchasing web page. It is the bidder’s responsibility to check the City’s website for Addenda prior to submitting their bid. The deadline for questions is 5 days before bid opening.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the bid.

Addendum #	By (Name)	Date	Addendum #	By (Name)	Date

**INSURANCE REQUIREMENTS**

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

**BOND REQUIREMENTS**

Due to the estimated annual expense budgeted no bonds are required.

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The City is an equal opportunity/affirmative action employer. The City is committed to equal opportunity employment effort and expects firms that do business with the City to have a vigorous affirmative action program.

**GENERAL CONDITIONS OF INVITATION TO BID**  
**\*\* FOR CONSTRUCTION SERVICES \*\***

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*
- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Telegraphic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.

7. COLLUSION

- a. The Bidder, by affixing his signature to the Bid Form, agrees to the following:

"Bidder certifies that his INVITATION TO BID is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

8. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the qualified supplier with the best value Bid whose Bid, conforming to the INVITATION TO BID, is most advantageous to the City of Fernandina Beach, price and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at [www.fbfl.us](http://www.fbfl.us), Bids and Purchasing web page.

9. NOT RESPONSIBLE FOR COSTS

- a. The City shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

## 10. BONDS

- If Bid is less than \$50,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$50,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$50,000 - \$100,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$100,000, and is for services, Bid Bond and Payment and Performance Bond is required.

### BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

### PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond 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.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

## 11. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.



12. ADDITIONAL INFORMATION

- a. The City reserves the right to require Bidders to provide references and information on previous similar experience prior to award of the contract.

13. QUESTIONS

- a. Any questions about the INVITATION TO BID should be communicated per instructions in the INVITATION TO BID.

14. INDEMNIFICATION AND INSURANCE AND PAYMENT

**INDEMNIFICATION**

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

## **INSURANCE**

Prior to Award, the CITY of Fernandina Beach shall be furnished proof of insurance coverage as follows:

### A. Certificate of Insurance

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to CONTRACTOR at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the CITY, naming the CITY as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the CITY, CONTRACTOR shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of CONTRACTORS obligations to fulfill the requirements of this Section.

### B. Workers' Compensation Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, CONTRACTOR shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

### C. Liability Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
  - Minimum Coverage is \$1,000,000 per occurrence
  - Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
  - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
  
- Commercial Automobile Liability:
  - Minimum Coverage is \$1,000,000 per occurrence
  - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

## **PAYMENT**

Payment due hereunder shall be made by the CITY to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act. Upon award Bidder will be contacted by the City's provider to participate in the City's electronic payments (AP Solutions/EPayables) program thereby reducing the number of days between City approval of invoice and vendor receipt of payment.

**EXHIBIT "A"**

**BID FORM  
CITY OF FERNANDINA BEACH ITB #10-22  
CONCRETE SIDEWALK, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK**

I hereby submit the following bid for \_\_\_\_\_. Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUAN</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>PRICE</u></b>
101-1	Mobilization, work order <\$750	LS	1		
101-2	Mobilization, work order \$750 or more	LS	1		
101-3	Surcharge for emergency response work completed within 5 calendar days	LS	1		
110-4-A	Removal/disposal of existing asphalt	CY	10		
110-4-B	Removal/disposal of existing base	CY	10		
110-4-C	Removal/disposal of existing concrete	CY	20		
121-70	Flowable fill	CY	30		
350-1-A	Concrete flatwork - 4" thick	SY	50		
350-1-B	Concrete flatwork - 6" thick	SY	50		
350-2-A	Reinforced conc flatwork - 6" thick	SY	25		
350-2-B	Reinforced conc flatwork - 8" thick	SY	25		
415-1	Reinforcing steel	LB	300		
520-1	Concrete curb and gutter	LF	100		
520-2	Concrete curb	LF	200		
520-3	Concrete valley gutter	LF	75		
520-4	Special concrete gutter	LF	50		
522-1	Concrete sidewalk - 4" thick	SY	300		
522-2	Concrete sidewalk - 6" thick	SY	150		
527-1	Detectable warnings - existing ramps only	EA	4		
577-70	Shoulder fine grading	SY	50		
570-1-A	Solid sodding, St Augustine	SY	50		
570-1-B	Solid sodding, Bahia	SY	50		
570-1-C	Seed and mulch	SY	50		
				<b>TOTAL PRICE</b>	

**EXHIBIT "A" (cont)**

**BID FORM  
CITY OF FERNANDINA BEACH ITB #10-22  
CONCRETE SIDEWALK, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK**

\*\*\*\*\*

**Name:** \_\_\_\_\_

**Federal Taxpayer ID:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Remarks:** \_\_\_\_\_

**IF NOT SUMITTING A BID, IN ORDER TO REMAIN ACTIVE IN OUR BID VENDOR RECORDS, PLEASE COMPLETE THIS FORM MARKED "NO SUBMITTAL" WITH THE REASON, AND FAX TO (904) 277-7317.**

**EXHIBIT "B"**  
**TO GENERAL CONDITIONS TO ITB # 10-22**

**CITY OF FERNANDINA BEACH, FLORIDA SWORN STATEMENT UNDER F.S. SECTION  
287.133(3)(A), 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 for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the last four digits of the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 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 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury 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:
  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 City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly 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(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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 n 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 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. (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 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.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_ day of \_\_\_\_\_, 2010 \_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**EXHIBIT "C"**  
**TO GENERAL CONDITIONS TO ITB # 10-22**  
**CITY OF FERNANDINA BEACH**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_



## **EXHIBIT "D"**

### **PRE-QUALIFICATION STATEMENT**

#### **ITB#10-22 CONCRETE SIDEWALKS, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK**

Prospective bidders shall meet the requirements stated below. Bidder(s) shall submit documentation substantiating that they meet these qualifications at the time of bid opening. Failure to submit such information may result in the rejection of a Bid.

#### **MINIMUM PRE-QUALIFICATION REQUIREMENTS**

The work required under this contract is skilled work and the Contractor shall have a minimum of five (5) years experience in the following areas:

- Concrete formwork
- Concrete slabs and foundations
- Concrete curbs and driveways

#### **EXPERIENCE:**

- Number of Years your organization has been in business: \_\_\_\_\_
- Number of Years experience BIDDER (person, principal of firm, owner) has in the type required by the specifications of this Invitation to Bid: \_\_\_\_\_
- Experience Record: Attach a list of similar past and/or present contracts, work, or jobs that BIDDER has performed of a type similar to specified in this Invitation to Bid

#### **REFERENCES:**

- Provide a minimum of three (3) references from clients that the owner, principal or firm has performed similar work for.

#### **EQUIPMENT & PERSONNEL:**

- Attach a list of the number of skilled construction staff in the organization
- Attach a list of vehicles and mechanical equipment currently owned or leased