

ATTACHMENT 1:

BID SCHEDULE IN EXCEL FORMAT

SEPARATE ATTACHMENT

2:00PM

- DO NOT RECREATE
- SUBMIT AN (1) ORIGINAL AND (1) HARD COPY
- DO NOT PDF EXCEL SPREADSHEET SAVE IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. DO NOT RECREATE FORM. All GREEN spaces in the Bid Form to be filled. *Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the spaces. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

CITY OF NORTH PORT
'22AUG24P1:37
PURCHASING DIVISION

BID SHEET
CITY OF NORTH PORT RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

RENOVATION OF LIFT STATIONS 29, 45 AND 73 PROJECT BID FORM

ITEM		EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
I					
1	Lift Station #29	SUBTOTAL			\$147,156
a.	Demolish and core existing valve vault	1	LS	\$6,065	\$6,065
b.	Discharge piping, fittings and valves replacement	1	LS	\$82,117	\$82,117
c.	Install new pumps, including new base plates, new discharge elbows and connection to new Pump Control Panel	1	LS	\$4,590	\$4,590
d.	Remove and replace guide rails	1	LS	\$5,500	\$5,500
e.	Install new Pump Control Panel	1	LS	\$9,057	\$9,057
f.	Furnish and install new perimeter fence	1	LS	\$10,487	\$10,487
g.	Wetwell lining	1	LS	\$29,340	\$29,340
2	Lift Station #45	SUBTOTAL			\$121,227
a.	Demolish and core existing valve vault	1	LS	\$8,065	\$8,065
b.	Discharge piping, fittings and valves replacement	1	LS	\$72,695	\$72,695
c.	Install new pumps, including new base plates, new discharge elbows and connection to existing Pump Control Panel	1	LS	\$6,590	\$6,590
d.	Remove and replace guide rails	1	LS	\$6,500	\$6,500
e.	Furnish and install new perimeter fence	1	LS	\$9,487	\$9,487
f.	Wetwell lining	1	LS	\$17,890	\$17,890
3	Lift Station #73	SUBTOTAL			\$121,065
a.	Demolish and core existing valve vault	1	LS	\$7,065	\$7,065
b.	Discharge piping, fittings and valves replacement	1	LS	\$68,771	\$68,771
c.	Install new pumps, including new base plates, new discharge elbows and connection to existing Pump Control Panel	1	LS	\$5,590	\$5,590
d.	Remove and replace guide rails	1	LS	\$7,000	\$7,000
e.	Furnish and install new perimeter fence	1	LS	\$8,487	\$8,487
f.	Wetwell lining	1	LS	\$24,152	\$24,152
TOTAL:					\$389,448

Date: 8-24-22

Signed (Person authorized to bind the company):



Name (printed):

Andrew DeJong

**ATTACHMENT 2:
INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Requirements:

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- fire damage \$100,000

- a) The policy shall be endorsed to include the following **additional insured language**: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
- Bodily Injury (per person) \$1,000,000
- Bodily Injury (per accident) \$1,000,000
- Property Damage (per accident) \$1,000,000

RFB No. 2023-04 RENOVATION OF LIFT STATIONS 29, 45 AND 73

- a. The policy shall be endorsed to include the following **additional insured language**: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the City of North Port.

3. Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

Workers' Compensation Employers' Liability

- Each Accident, each employee, bodily injury or disease \$1,000,000
- a. Policy shall contain a waiver of subrogation against the City of North Port.
 - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

4. Contractors' Pollution Legal Liability (if project involves environmental hazards).

- Each Occurrence or Claim \$100,000
- Policy Aggregate \$300,000

GENERAL REQUIREMENTS:

A. The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM:

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

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8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

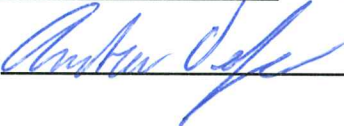
Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE Andrew DeJonge TITLE V.P.

AUTHORIZED SIGNATURE DATE  DATE 8/23/2022

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB No. 2023-04 RENOVATION OF LIFT STATIONS 29, 45 AND 73

ATTACHMENT 3:
BID FORM

Name of Bidder/Company Name: Andrew DeJonge DeJonge Excavating Contractors Inc.
Business Address: 203 S. Jackson Rd, Venice, FL 34292
City/State/Zip Code: _____
Bidder/Company Telephone Number: 941-485-7799
E-mail Address: DEX@DeJongeExcavating.com
Contractor License #: CUC1225273
FEID #: 65-063287

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2022-XX RENOVATION OF LIFT STATIONS 29, 45 AND 73** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL:
Three Hundred Eighty Nine Thousand Four Hundred Forty Eight Dollars \$ 389,448.00

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: 8/23/2022

Signed (Person authorized to bind the company): 

Name (printed): Andrew DeJonge Title: V.P.

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 4:

STATEMENT OF ORGANIZATION

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name DeJonge Excavating Contractors Inc.

941-485-7799 DEX@DeJongeExcavating.com 941-485-7751

Telephone # E-Mail Fax #

203 s. Jackson Rd, Venice, FL 34292

Main Office Address

City State Zip Code

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address

City State Zip Code

Telephone # E-mail Fax #

Andrew DeJonge V.P.

Name & Title of Firm Representative

Federal Identification Number: 65-063287

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: P95000097057

Does it use a registered fictitious name: Yes or No

RFB No. 2023-04 RENOVATION OF LIFT STATIONS 29, 45 AND 73

Names of Officers:

President: Leigh DeJonge Secretary: Leigh DeJonge

Vice President: Andrew DeJonge Treasurer: Andrew DeJonge

Director: Director:

Other: Other:

Name of Corporation (As used in Florida):

DeJonge Excavating Contractors Inc.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box:

City, State Zip:

Street Address: 203 S. Jackson Rd, Venice, FL 34292

City, State, Zip:

STATE OF FLORIDA

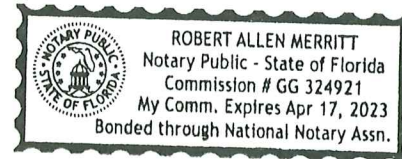
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 23 day of August 2022, by Andrew DeJonge.

[Handwritten Signature]

Notary Public – State of Florida

Personally Known [X] OR Produced Identification Type of Identification Produced



Date: 8/23/2022

Signed (Person authorized to bind the company): [Handwritten Signature]

Name (printed): Andrew DeJonge Title: V.P.

THIS PAGE MUST BE COMPLETED AND SUBMITT

ATTACHMENT 5:

ADDENDA AND BOND INFORMATION

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.	1	Dated	8/11/2022	Addendum No.		Dated	
Addendum No.	2	Dated	8/16/2022	Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 17 & 18)

BID BOND: ACCOMPANYING THIS PROPOSAL IS Bid Bond


(insert: "cash", "Bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a Contract with the City as specified in the Contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay City's reasonable attorneys' fees incurred with or without suit.

The undersigned agrees, if awarded this bid, to furnish a **PERFORMANCE AND PAYMENT BOND** in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Division at the time of the pre-construction meeting.

All Contract documents (i.e.: performance and payment bond, cashier's check, bid bond) shall be in the name of "City of North Port".

Date: 8/23/2022

Signed (Person authorized to bind the company): 

Name (printed): Andrew DeJonge Title: V.P.

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB No. 2023-04 RENOVATION OF LIFT STATIONS 29, 45 AND 73

ATTACHMENT 6:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: 203 S. Jackson Rd, Venice, FL 34292

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition.

List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent: 2-Good: 3-Fair: 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned
1. Utility Truck	Ford	2002	Good	Owned
2. Crane Truck	Freightliner	2012	Good	Owned
3. Excavator	Kobelco	2018	Good	Owned

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the RFB NO. 2023-04 RENOVATION OF LIFT STATIONS 29, 45 AND 73. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. Engineered Coating Solutions 941-993-5923
2. _____
3. _____

SUPPLIER(S)

1. Ferguson Waterworks, 1601 Sarasota Center Blvd, Sarasota, FL, 34240 941-379-8989
2. _____
3. _____

Date: 8/23/2022

Signed (Person authorized to bind the company): 

Name (printed): Andrew DeJonge Title: V.P

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 7:
QUALIFICATIONS AND REFERENCES

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Subcontractor, at least four (4) projects, in the past five (5) years of similar type, size and dollar value of the project described herein.

1. Business/Customer Name: City of Venice

Name of Contact Person/Title: Patience Anastasio, PE

Telephone# 941-882-7300 Fax _____ E-mail panastasio@venicefl.gov

Address _____

Phone Number _____

Duration of Contract or business relationship 20+ Years

Type of Services Provided Water and Wastwater Services

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: Sarasota County Utilities

Name of Contact Person/Title: Andy Ward, PMP

Telephone# 941-861-0873 Fax _____ E-mail award@scgov.net

Address _____

Phone Number _____

Duration of Contract or business relationship 20+ Years

Type of Services Provided Water and Wastwater Services

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: 8/23/2022

Signed (Person authorized to bind the company): 

Name (printed): Andrew DeJonge Title: V P

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RFB No. 2023-04 RENOVATION OF LIFT STATIONS 29, 45 AND 73

3. Business/Customer Name: City of North Port

Name of Contact Person/Title: Drew Johnson

Telephone# 941-240-8017 Fax _____ E-mail djohnson@cityofnorthport.com

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship 10+ years

Type of Services Provided Water and Wastewater Services

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: 8/23/2022

Signed (Person authorized to bind the company):  _____

Name (printed): Andrew DeJonge Title: V.P.

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 8:
NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Sarasota

Before me, the undersigned authority, personally appeared:

Andrew DeJonge who, being first duly sworn, deposes and says that:

1. He/She is the Owner (Owner, Partner, Officer, Representative or Agent) of DeJonge Excavating Contractors Inc., the Respondent that has submitted the attached reply:
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:
3. Such reply is genuine and is not a collusive or sham reply:
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 23 day of August, 2022.

By: Andrew DeJonge

(Printed Name)



V.P

(Title)

STATE OF FLORIDA

COUNTY OF Sarasota

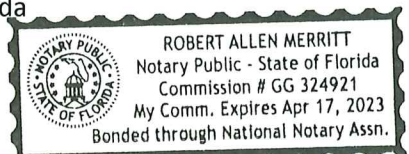
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23 day of August 2022, by _____.



Notary Public – State of Florida

Personally Known OR Produced Identification _____

Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 9:
CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to Contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

_____ I am an employee, public officer or advisory board member of the City

_____ (List Position Or Board)

_____ I am the spouse or child of an employee, public officer or advisory board member of the City

Name: _____

_____ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

_____ Respondent employs or Contracts with an employee, public officer or advisory board member of the City.

Name: _____

None of The Above

PART II: Are you going to request an advisory board member waiver?

_____ I will request an advisory board member waiver under §112.313(12)

_____ I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

Date: 8/23/2022

Signed (Person authorized to bind the company): 

Name (printed): Andrew DeJonge Title: V.P

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 10:
PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 submit bids on leases of real property to a public entity, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Andrew DeJonge, being an authorized representative of the Respondent _____,

Located at: 203 S. Jackson Rd, Venice, FL 34292

City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: 8/23/2022

Telephone #: 941-485-7799 Fax #: 941-485-7751

Federal ID #: 65-063287 E-mail: DEX@DeJongeExcavating.com

State of Florida

County of Sarasota

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or _____ online notarization, this 23 day of August 2022, by Andrew DeJonge.

Notary Public – State of Florida

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Date: 8/23/2022

Signed (Person authorized to bind the company): 

Name (printed): Andrew DeJonge Title: V.P.

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 11:

DRUG-FREE WORKPLACE FORM


The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: DeJonge Excavating Contractors Inc. (Company Name) does:

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 violations 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 Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (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 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.
5. 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.
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 the statement, I certify that Respondent complies fully with the above requirements.

Check one:

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

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Signature
Andrew DeJonge

Print Name
8/23/2022

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 13:
SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
(If applicable)

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

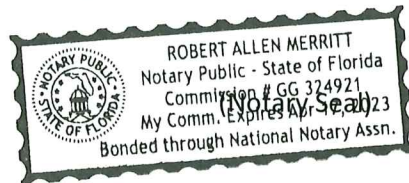
1. This Sworn Statement is submitted with Bid No. 2023-04 for the construction of 2023-04 Renovation of Lift Stations 29,45 and 73
2. This Sworn Statement is submitted by DeJonge Excavating Contractors Inc. whose business address is 203 S. Jackson Rd. Venice, FL 34292 and (if applicable) its Federal Employer Identification Number (FEIN) is 65-063287.
3. My name is Andrew DeJonge
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of V.P. with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$ 2.50 per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures:
7. The undersigned has appropriated \$ 1.25 per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

[Signature] V.P.
Authorized Signature/Title

Sworn to and subscribed before me
this 8/23/2022
(date)

[Signature]
Notary Public Signature

My Commission Expires: 4-17-23



THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 14:

Scrutinized Company Certification Form

Company Name: DeJonge Excavating Contractors Inc.

Authorized Representative Name and Title: Andrew DeJonge. VP

Address: 203 S. Jackson Rd, Venice, FL 34292 City: _____ State: _____ ZIP: _____

Phone Number: 941-485-7799 Email Address: DEX@DeJongeExcavating.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.


A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Andrew DeJonge. VP

Date Certified: 8/23/2022

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED)

ATTACHMENT 15:

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF Florida

COUNTY OF Sarasota

This 23 day August of 2022, being first duly sworn, deposes and says that he or she is the authorized representative of DeJonge Excavating Contractors Inc. (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 23 day of August, 2022.

By: [Signature]

Andrew DeJonge

(Printed Name)

V.P.

(Title)

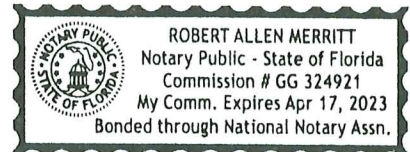
STATE OF FLORIDA

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23 day of August 2022, by Andrew DeJonge.

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB No. 2023-04 RENOVATION OF LIFT STATIONS 29, 45 AND 73

ATTACHMENT 16:
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF Florida
COUNTY OF Sarasota

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: DeJonge Excavating Contractors Inc. (Vendor's Company Name)

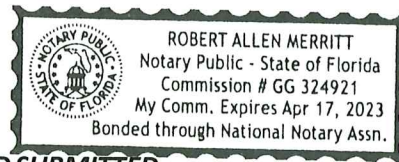
Andrew DeJonge (Vendor signature)
Andrew DeJonge (Vendor's name printed)
V.P. (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this 23 day of August, 2022, by Andrew DeJonge, as V.P.

Robert Allen Merritt

Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 17:
CITY OF NORTH PORT
BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that De Jonge Excavating Contractors, Inc., authorized by law to do business as a Contractor in the State of Florida, as Principal, and The Gray Insurance Company, a Corporation chartered and existing under the laws of the State of LA, as Surety, with its principal offices in the City of Metairie, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated 8/24/2022, for **RENOVATION OF LIFT STATIONS 29, 45 AND 73, RFB 2023-04**.

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void: otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated 8/24/2022, 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.

Witness as to Principal:

Leigh DeJong

(By)

Anthony De Jonge (SEAL)

(Principal)

De Jonge Excavating Contractors, Inc.

Paul A. Locascio, Attorney-in-Fact & FL Resident Agent

Witness as to Surety:

Milton

Printed Name
The Gray Insurance Company (SEAL)

(Surety's Name)
Paul A. Locascio

(By-As Attorney-in-Fact, Surety)

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



THIS PAGE MUST BE COMPLETED AND SUBMITTED

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: TBD **Principal:** De Jonge Excavating Contractors, Inc.

Project: Renovation of Lift Stations 29,45, and 73; RFB 2023-04

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Benjamin H. French, Rebekah F. Sharp, L. Dale Waldorff, K. Wayne Walker, Pamela L. Jarman, Trava Ridlon, Ronald J. Hays, and Paul A. Locascio of Gainesville, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of August, 2022.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 24th day of August, 2022.

Leigh Anne Henican

