SUBMISSION CHECKLIST

Attachment 1

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid.

Bidder must submit one (1) original signature (clearly marked as such) of the response Bidder must submit one (1) original signature (clearly marked as such) of the response and one (1) copy (clearly marked as such) of the response and one (1) PDF of the original document on a USB Flash Drive containing one PDF file of the full response EXCEPT the excel PRICE SCHEDULE is to stay in excel format (See Attachment 4).

Bidder should check off each of the following items as completed and submit with bid response:

INCLUDED

| INCLUDED | |
|-------------------|---|
| | _ Attachment 1 Submission Checklist |
| | _ Attachment 2 Historical Acknowledgement |
| | _ Attachment 3 Label |
| | Attachment 4 (exhibit 5) – Excel Tabulation - Price Schedule on USB drive in excel format only. |
| | Attachment 5 Insurance Requirements (Read and acknowledge) |
| | Attachment 6 Bid Form (TOTAL PROJECT COST READ AT BID OPENING) |
| | Attachment 7 Statement of Organization |
| | Attachment 8 Addenda Acknowledgement and Bond Information |
| | _ Attachment 9 Equipment & Source of Supply/Subcontractor List Form |
| V | Attachment 10 Qualifications and References |
| V | _ Attachment 11 Non-Collusive Affidavit |
| | Attachment 12 Conflict of Interest |
| | Attachment 13 Public Entity Crime Information |
| | _Attachment 14 Drug-Free Workplace Form |
| | Attachment 15 Affidavit Claiming Status as a Local Business or a North Port Local Business Status |
| | Attachment 16 Sworn Statement: The Florida Trench Safety Act |
| | Attachment 17 Scrutinized Company Certification Form |
| | Attachment 18 Lobbying Certification |
| | Attachment 19 Vendor's Certification for E-verify System |
| | _Attachment 20 Bid Bond (MUST USE THIS FORM) |
| Do Not Submi | <u>t Attachment 21 Performance and Payment Bond (AWARDED VENDOR MUST USE THIS FORM)</u> |
| Do Not Submi | t_SAMPLE CONTRACT |
| | |
| Bidder Statem | nent: |
| We understan | nd the requirements requested and agree to fully comply. |
| | a the requirements requested and agree to rany comply. |
| BIDDER'S NAI | ME TITLE Ross Rosso TITLE Vice President |
| | 00 |
| AUTHORIZED | SIGNATURE DATE 6/6/22 |
| | THIS PAGE MUST BE COMPLETED AND SUBMITTED |
| | |

Attachment 2

ACKNOWLEDGEMENT OF HISTORIC COMPONENTS

Contractors interested in providing a bid for the Warm Mineral Springs Park renovation project must ensure all of the following are acknowledged and accounted for within the bid proposal:

- Historic treatment program A plan detailing how they plan to address the historic components of the project
- ☑ Construction schedule for historic treatment A detailed sequence of work for historic components
- Pre-Construction Documentation Photographs Identifying historic components
- Historic Treatment Specialist Full time employee or consultant that manages the treatment of historic components. This person must have experience in historic restoration projects as defined by section 014000 (completed a minimum of five (5) similar projects).
- Field Supervisor Full time employee or consultant that is on site while historic treatment work is taking place.
- Subcontractors Subs Performing Historic treatment work must be experienced in historic treatment.
- Storage and protection of Historic materials Clean, catalog and store historic materials to be salvaged in a secure, weather tight area and protect from damage. Protect those historic materials to remain from damage during the construction and the demolition process.

Bidder Statement:

| we understand the requiremen | its requested | and agree | to full | ly compl | y. |
|------------------------------|---------------|-----------|---------|----------|----|
|------------------------------|---------------|-----------|---------|----------|----|

ATTACHMENT 3

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

| SEALED RFB DOCU | MENTS – DO NOT OPEN | | | | | |
|---|---------------------|--|--|--|--|--|
| RFB #:2022-22 | | | | | | |
| RFB TITLE: Warm Mineral Springs Park | Renovations | | | | | |
| DATE DUE: June 6, 2022 | | | | | | |
| TIME DUE: 2 p.m. | | | | | | |
| SUBMITTED BY: Jon F. Swift, Inc. | | | | | | |
| (Name of Con | ipany) | | | | | |
| ross@jonfswiftinc.com | 941-951-6100 | | | | | |
| e-mail address | Telephone | | | | | |
| Deliver to: | | | | | | |
| City of North Port Finance Department - Purchasing Division Alla V. Skipper, CPPB, Senior Contract Administrator 4970 City Hall, 3RD Floor, Suite 337 North Port, Florida 34286 RFB NO. 2022-22 Warm Mineral Springs Park Renovations | | | | | | |

- We are strongly encouraging the use of Delivery Services and/or couriers such as FedEx or UPS to deliver
 your sealed solicitations (please make sure delivery is marked "Delivery must be made PRIOR to 2:00 PM bid
 opening"). Late bids will be rejected and returned to sender.
- Circumstances are evolving and may change quickly, so as long as City Hall remains open, we strongly recommend all in person deliveries and courier/delivery services allow extra time the day of bid opening. Currently, members of the Public are required to check-in with the 1st floor receptionist before proceeding up to the 3rd floor/Finance Department, suite 337.
- As long as the City Hall remains open, the Bid Opening will be held in room <u>337A</u> of the Finance Department. If you are planning to physically attend, we encourage attendees to wear masks. This meeting will also be streamed through Microsoft Teams at https://bit.ly/3BvKi5Y for those unable to attend.

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

RFB NO. 2022-22 BID TABULATION for Warm Mineral Springs Park Renovations -

REVISED BID SCHEDULE - Addenda 4 2

Bidders are required to complete all fields shaded in green (UNIT PRICES PREVAIL). other fields will be automatically calculated.

All
*****PLEASE

USE THIS SPREADSHEET, DO NOT CREATE YOUR OWN.*****

| | NAME OF BUSINESS: | Jon F. Swift, Inc. | | | |
|---------------|--|-----------------------|------|------------|-----------------|
| | CONTACT PERSON: | Ross Russo | - | 0 12 | |
| | EMAIL ADDRESS: | ross@jonfswifting.com | 1 | 2 11 | |
| | AUTHORIZED SIGNATURE: | | 6 | The second | part . |
| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| PART 1: CLEAR | ING, GRUBBING, AND EARTHWORK | | | | |
| 1 | Mobilization | 1 | ĹS | 207,310.00 | \$ 207,310.00 |
| 2 | Clearing and grubbing | 5.42 | AC | 14,927.00 | \$ 80,904.34 |
| 3 | Excavation | 15,821 | CY | 39.10 | \$ 618,601.10 |
| 4 | Embankment from onsite material | 18,400 | CY | 35.55 | \$ 654,120.00 |
| 6 | Concrete Removal | 955 | SY | 42.65 | \$ 40,730.75 |
| 7 | Rock Excavation (Quantity Arbitrary) | 300 | CY | 106.62 | \$ 31,986.00 |
| 8 | Rip Rap (Quantity Arbitrary) | 100 | SY | 64.00 | \$ 6,400.00 |
| 10 | Silt Fence installation, maintenance & removal | 4,350 | LF | 4.75 | \$ 20,662.50 |
| 11 | Inlet protection installation, maintenance & removal | 35 | EA | 325.77 | \$ 11,401.95 |
| 12 | Tree protection barricades and protection of barricades throughout the project | 1 | LS | 20,140,00 | \$ 20,140.00 |
| 13 | NPDES & BMPs | 1 | LS | 59,231.50 | \$ 59,231.50 |
| | | | | | \$ - |
| | | SELECT PERSONS | 100 | SUB-TOTAL | \$ 1,751,488.14 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------|---|--------------------|--------|------------|---------------|
| PART 2A: UND | ERGROUND - DRAINAGE | | | | |
| 1 | 14" x 23" Elliptical RCP | 677 | LF | 206.15 | \$ 139,563.55 |
| 2 | 19" x 30" Elliptical RCP | 990 | LF | 330.50 | \$ 327,195.00 |
| 3 | 18" RCP | 619 | LF | 131.50 | \$ 81,398.50 |
| 4 | 24" RCP | 356 | LF | 206.15 | \$ 73,389.40 |
| 5 | 6" PVC | 913 | LF | 24.90 | \$ 22,733.70 |
| 6 | 8" PVC | 43 | LF | 53.30 | \$ 2,291.90 |
| 7 | 12" PVC | 58 | LF | 127.95 | \$ 7,421.10 |
| 8 | 12" MES | 1 | EA | 2,132.30 | \$ 2,132.30 |
| 9 | 14" x 23" MES RCP | 1 | EA | 3,198.50 | \$ 3,198.50 |
| 10 | 19" x 30" MES RCP | 4 | EA | 3,198.50 | \$ 12,794.00 |
| 11 | 22" x 34" MES RCP | 1 | EA | 4,265.00 | \$ 4,265.00 |
| 12 | 12"x15" Nyloplast Yard Drain | 12 | EA | | \$ 44,907.00 |
| 13 | FDOT Type "C" Inlet | 12 | EA | 3,198.50 | \$ 38,382.00 |
| 14 | FDOT Type "D" inlet | 9 | EA | | \$ 57,573.00 |
| 15 | FDOT Modfified Type "D" Control Structure | 2 | EA | | \$ 27,720.00 |
| 16 | 8" Trench Drain | 120 | LF | 892.00 | \$ 107,040.00 |
| 17 | Side Drain (1) | 310 | LF | 565.00 | \$ 175,150.00 |
| | | | | | \$ - |
| Market 1 | | | 717. 1 | SUB-TOTAL | |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------|---|--------------------|------|------------|---------------|
| ART 2B: UNDI | ERGROUND - SANITARY SEWER | | | | |
| | Lift station, duplex (includes wet well, valve vault, pumps | | | | |
| 1 | with spare, control panel, electrical service, start-up, site | 1 | LS | | |
| | fencing) | | | 539,000.00 | \$ 539,000.00 |
| 2 | 6" PVC DR-25, C900 force main (includes fittings, locating | 2 725 | | | |
| | wire, erosion control, restoration, etc.) | 3,735 | LF | 64.00 | \$ 239,040.00 |
| 3 | 8" HDPE DR-11 directional drill | 432 | LF | 131.50 | \$ 56,808.00 |
| 4 | Manholes 0' - 6' | 5 | EA | 19,725.00 | \$ 98,625.00 |
| 5 | 8" PVC (SDR 26) Gravity Sewer 0' - 6' | 859 | LF | 53.30 | \$ 45,784.70 |
| | 8" HDPE to 6" PVC Transition | 2 | EA | 6,185.75 | \$ 12,371.50 |
| 6 | Plug valve and box | 6 | EA | 4,726.65 | |
| 7 | 6" x 12" Tapping Sleeve & Valve | 1 | EA | 8,635.95 | |
| 8 | Pressure testing of force main | 3,735 | LF | 2.15 | -, |

| ı | 9 | Testing of gravity sewer | 859 | ĹF | 7.10 | \$ 6,098.90 |
|---|---|--------------------------|-----|----|-----------|--------------------|
| j | | | | | | \$ - |
| | | | | | SUB-TOTAL | \$ 1,042,754.20 |

| | | | | SUB-TOTAL | \$ | |
|----|---|-------|----------|-----------|----|----------|
| 17 | Chlorination and bacteriological clearance | 8,184 | LF | 5.33 | \$ | 43,620.7 |
| 16 | Pressure testing of main | 8,184 | LF | 2.37 | \$ | 19,396. |
| 15 | Connect to Ex. 8" Gate Valve (Trionfo Ave.) | 1 | EA | 3,198.50 | \$ | 3,198. |
| 14 | Connect to Ex 12" WM w/ MJ (Ortiz Ave) | 2 | EA | 8,995.80 | \$ | 17,991 |
| 13 | 8" HDPE to PVC Transition WM (Trionfo Ave.) | 2 | EA | 7,463.00 | \$ | 14,926 |
| 12 | Connect to Ex. 16" WM w/16"x12" Tapping Sleeve and 12" Gate Valve | 1 | EA | 25,588.00 | \$ | 25,588 |
| 11 | Fire hydrant assembly | 11 | EA | 13,220.50 | \$ | 145,425 |
| 10 | 4" DDC & FDC | 1 | EA | 18,125.00 | \$ | 18,125 |
| 9 | 3" Water Meter & RPBF | 1 | EA | 46,200.00 | \$ | 46,200 |
| 8 | · · | 4 | | 6,930.00 | \$ | 27,720 |
| 7 | 12" Gate valve and valve box (includes concrete collar) 8" Gate valve and valve box (includes concrete collar) | , | EA EA | 9,180.00 | \$ | 64,260 |
| 6 | 8" HDPE DR-11 directional drill | 434 | LF | 131.50 | \$ | 57,071 |
| | wire, erosion control, restoration, etc.) | | | 56.85 | \$ | 41,784 |
| 4 | 4" PVC DR-18, C900 water main (includes fittings, locating | 735 | LF | | | |
| 3 | wire, erosion control, restoration, etc.) | | | 64.00 | \$ | 25,920 |
| 2 | 6" PVC DR-18, C900 water main (includes fittings, locating | 405 | LF | | _ | |
| 2 | 8" PVC DR-18, C900 water main (includes fittings, locating wire, erosion control, restoration, etc.) | 2,549 | LF | 85.30 | \$ | 217,429 |
| | locating wire, erosion control, restoration, etc.) | | | 170.60 | \$ | 766,847 |
| 1 | 12" PVC DR-18, C900 water main (includes fittings, | 4,495 | LF | | | |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------|--|--------------------|------|------------|-----------------|
| PART 3: ROAD | CONSTRUCTION | | | | |
| 1 | Type D curb | 2,050 | LF | 21.32 | \$ 43,706.00 |
| 2 | 12" Compacted subgrade (Type B Stabilization, LBR 40 Min.) | 12,050 | SY | 7.10 | \$ 85,555.00 |
| 3 | 6" Base LBR 100 Min. | 11,700 | SY | 21.50 | \$ 251,550.00 |
| 4 | 1.75" Type S-1 Asphalt | 11,700 | SY | 27.75 | \$ 324,675.00 |
| 5 | Wheel stops | 92 | EA | 85.30 | \$ 7,847.60 |
| 6 | 4" Concrete Sidewalk | 1,900 | SY | 112,50 | \$ 213,750.00 |
| 7 | Concrete slab for dumpster (6") | 575 | SY | 168.50 | \$ 96,887.50 |
| 8 | Temporary pavement markings | 1 | LS | 22,390.00 | \$ 22,390.00 |
| 9 | Permanent pavement markings & signing | 1 | LS | 36,250.00 | \$ 36,250.00 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 1,082,611.10 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|--------------------|------|------------|------------------|
| PART 4: MISCEL | LANEOUS SITE WORK | | | | |
| 1 | 4" Conduit for utility crossings (Quantity Arbitrary) | 500 | LF | 32.00 | \$ 16,000.00 |
| 2 | Geotechnical testing | 1 | LS | 59,231.50 | \$ 59,231.50 |
| 3 | Construction stakeout | 1 | LS | 148,080.00 | \$ 148,080.00 |
| 4 | Resurface Fountain of Youth | 1 | LS | 8,885.00 | \$ 8,885.00 |
| 5 | Record drawings | 1 | LS | 35,540.00 | \$ 35,540.00 |
| 6 | Underground Electric Service Connection (2) | 1 | LS | 69,180.00 | \$ 69,180.00 |
| 7 | Regrading roadside swale | 700 | LF | 32.00 | \$ 22,400.00 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 359,316.50 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------|--|--------------------|------|------------|--------------|
| PART 5: LIGHT | ING CONTROL OF THE CO | | | | - |
| 1 | Parking Lot Light - Single Head | 2 | EA | 5,745.00 | \$ 11,490.00 |
| 2 | Parking Lot Light - Double Head | 10 | EA | 8,410.00 | \$ 84,100.00 |
| 4 | 2" Conduit | 1,300 | LF | 22.50 | \$ 29,250.00 |
| 5 | #10 Conductor | 5,800 | LF | 12.15 | \$ 70,470.00 |

| 6 | Junction Boxes | 11 | EA | 1,215.00 | \$ | 13,365.00 |
|---|---------------------|----|----|----------|----|------------|
| | | | | | \$ | - |
| | SUB-TOTAL SUB-TOTAL | | | | | 208,675.00 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------|--------------------------------------|--------------------|------|------------|---------------|
| PART 6: HARDS | SCAPE | | 100 | | |
| 2 | Decomposed Granite | 1,000 | SF | 7.40 | \$ 7,400.00 |
| 3 | Crushed Shell | 2 | CY | 94,75 | \$ 189.50 |
| 4 | Egg Rock | 165 | CY | 266.50 | \$ 43,972.50 |
| 6 | 4" Concrete Sidewalk Around Building | 1,071 | SY | 88.85 | \$ 95,158.35 |
| 7 | Oolite Paving Band | 700 | LF | 33.20 | \$ 23,240.00 |
| 8 | Oolite Block Wall | 221 | LF | 235.00 | \$ 51,935.00 |
| 9 | Oolite Block Seat Wall | 75 | LF | 450.00 | \$ 33,750.00 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 255,645.35 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-----------------|----------------------------|--------------------|------|------------|-----------------|
| PART 7: SITE FL | URNISHINGS | | | | |
| 1 | 6' Vinyl Fence | 475 | LF | 30.00 | \$ 14,250.00 |
| 2 | 6' Single Gate | 1 | EA | 890.00 | \$ 890.00 |
| 3 | 6' Double Gate | 1 | EA | 1,775.00 | \$ 1,775.00 |
| 4 | Double Dumpster Gate | 1 | EA | 5,330.00 | \$ 5,330.00 |
| 5 | Aspect Planter by Kornegay | 2 | EA | | \$ - |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 22,245.00 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------|------------------|--------------------|------|------------|-----------------|
| PART 8: SIGNA | GE | | | | |
| 1 | Building Signage | 1 | ALW | | \$ 17,770.00 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 17,770.00 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------|-------------------------------|-----------------------|------|------------|--------------|
| ART 9: LANDS | SCAPE | | | | |
| 1 | Shady Lady Black Olive | 28 | EA | 632.00 | \$ 17,696.00 |
| 2 | Royal Poinciana | 3 | EA | 486.00 | \$ 1,458.00 |
| 3 | Jacaranda | 6 | EA | 729.00 | \$ 4,374.00 |
| 4 | Southern Live Oak | 48 | EA | 669.00 | \$ 32,112.00 |
| 5 | Royal Palm | 16 | EA | 972.00 | \$ 15,552.00 |
| 6 | Cabbage Palm | 32 | EA | 365.00 | \$ 11,680.00 |
| 7 | Bald Cypress | 12 | EA | 547.00 | \$ 6,564.00 |
| 8 | Foxtail Palm | 8 | EA | 608.00 | \$ 4,864.00 |
| 9 | Blue Tango Bromeliad | 9 | EA | 85.00 | \$ 765.00 |
| 10 | Blue Agave | 10 | EA | 14.57 | \$ 145.70 |
| 11 | Horizontal Cocoplum | 125 | EA | 14.81 | \$ 1,851.25 |
| 12 | Dwarf Pitch Apple | 129 | EA | 17.06 | \$ 2,200.74 |
| 13 | Red Tip Cocopium | 183 | EA | 17.06 | \$ 3,121.98 |
| 14 | Silver Buttonwood | 33 | EA | 14,57 | \$ 480.81 |
| 15 | Sea Grape | 11 | EA | 14.57 | \$ 160.27 |
| 16 | Green Island Ficus | 402 | EA | 12.20 | \$ 4,904.40 |
| 17 | Firebush | 156 | EA | 17.06 | \$ 2,661.36 |
| 18 | Pink Muhly Grass | 191 | EA | 12.20 | \$ 2,330.20 |
| 19 | Burle Marx Philodendron | 45 | EA | 21.87 | \$ 984.15 |
| 20 | Xanadu Philodendron | 20 | EA | 21.87 | \$ 437.40 |
| 21 | White Bird of Paradise | 11 | EA | 67.50 | \$ 742.50 |
| 22 | Coontie Cycad | 115 | EA | 35.55 | \$ 4,088.25 |
| 23 | Bougainvillea | 4 | EA | 24.45 | \$ 97.80 |
| 24 | Brazilian Dwarf Morning Glory | 39 | EA | 9.75 | \$ 380.25 |
| 25 | Dwarf Fakahatchee Grass | 132 | EA | 7.30 | \$ 963.60 |
| 26 | Perennial Peanut | 49 | EA | 9.75 | \$ 477.75 |
| 27 | St. Augustine Grass | 1,400 | SF | 1.48 | \$ 2,072.00 |

| 28 | Sod - Bahia Grass | 30,000 | SY | 7.11 | \$ 213,300.00 |
|----|--|--------|-----|-----------|------------------|
| 29 | Asian Jasmine | 138 | EA | 7.29 | \$ 1,006.02 |
| 30 | Seed and Mulch Pond Bottom | 3,800 | SY | 0.89 | \$ 3,382.00 |
| 31 | Mulch Area (3" Depth) | 200 | CY | 71.08 | \$ 14,216.00 |
| 32 | Scarify Pond Bottom (12" Deep) | 3,800 | SY | 0.77 | \$ 2,926.00 |
| 33 | Limestone Caprock (at Fountain of Youth) | 1 | ALW | 2,850.00 | \$ 2,850.00 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 360,845.43 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|--------------------|------|------------|---------------|
| PART 10: IRRIG | SATION | | | | |
| | Well Irrigation Pump & Pressure Tanks | | | | |
| 1 | (includes installation & connection to power) | 1 | EA | 49,754.50 | \$ 49,754.50 |
| 2 | Turf Spray | 32 | EA | 26.60 | \$ 851.20 |
| 3 | Shrub Spray | 487 | EA | 37.91 | \$ 18,462.17 |
| 4 | Flood Bubbler | 306 | EA | 14.22 | \$ 4,351.32 |
| 5 | 1" Remote Control Valve | 6 | EA | 231.00 | \$ 1,386.00 |
| 6 | 1.5" Remote Control Valve | 8 | EA | 331.70 | \$ 2,653.60 |
| 7 | 2" Remote Control Valve | 1 | EA | 355.40 | \$ 355.40 |
| 8 | Backflow Preventer | 1 | EA | 2,488.00 | \$ 2,488.00 |
| 9 | Controller | 1 | EA | 2,221.00 | \$ 2,221.00 |
| 10 | Flow Sensor | 1 | ĒΑ | 1,244.00 | \$ 1,244.00 |
| 11 | Lateral Line | 10,527 | LF | 3.85 | \$ 40,528.95 |
| 12 | Mainline | 1,404 | LF | 4.74 | \$ 6,654.96 |
| 13 | Pipe Sleeve | 1,031 | LF | 8.88 | \$ 9,155.28 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 140,106.38 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|--------------------|------|--------------|--------------------|
| PART 11: BUILD | DING STRUCTURES | | | | |
| 1 | WMS Buildings (Entry, Spa and Cyclorama) | 1 | LS | 8,669,411.00 | \$ 8,669,411.00 |
| 2 | Temporary Facilities for Public | 1 | LS | 148,075.00 | \$ 148,075.00 |
| 3 | Fire Sprinkler System | 1 | LS | 159,925.00 | \$ 159,925.00 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 8,977,411.00 |

Alternate Items

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | | UNIT PRICE | AMOUNT |
|----------------|-------------------------------|--------------------|-------|------------|---------------|
| Option A: RAIN | | QOANTIT | Olili | OHITTHICE | THEORY |
| 1 | Excavation | 400 | CY | 39.10 | \$ 15,640.00 |
| 2 | Final Grade | 300 | SY | 35.55 | \$ 10,665.00 |
| 3 | Rip Rap | 26 | CY | 148.00 | \$ 3,848.00 |
| 4 | Sod - Bahia Grass (Disturbed) | 280 | SY | 7.11 | \$ 1,990.80 |
| 5 | Egg Rock | 53 | CY | 266.50 | \$ 14,124.50 |
| 6 | Decomposed Granite | 408 | SF | 2.67 | \$ 1,089.36 |
| 7 | Oolite Block Seat Wall | 18 | LF | 450.00 | \$ 8,100.00 |
| 8 | Oolite Block Wier | 2 | EA | 9,850.00 | \$ 19,700.00 |
| 9 | Decking | 300 | SF | 65.15 | \$ 19,545.00 |
| 10 | Royal Poinciana | 3 | EA | 486.00 | \$ 1,458.00 |
| 11 | Jacaranda | 3 | EA | 729.00 | \$ 2,187.00 |
| 12 | Pink Muhly Grass | 83 | EA | 12.20 | \$ 1,012.60 |
| 13 | Leather Fern | 75 | EA | 14.57 | \$ 1,092.75 |
| 14 | Butterfly Milkweed | 145 | EA | 9.76 | \$ 1,415.20 |
| 15 | Soft Rush | 104 | EA | 7.29 | \$ 758.16 |
| 16 | Saw Palmetto | 46 | EA | 26.77 | \$ 1,231.42 |
| 17 | Shrub Spray | 15 | EA | 26.06 | \$ 390.90 |
| 18 | Flood Bubbler | 12 | EA | 14.22 | \$ 170.64 |
| 19 | Lateral Line | 530 | LF | 3.55 | \$ 1,881.50 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 106,300.83 |

| | | ESTIMATED | | | |
|-----------|-----------------------------------|-----------|------|------------|------------------|
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| Option C: | Upgrade to Mexican Beach Pebble | 120 | CY | 82.90 | \$ 9,948.00 |
| Option D: | Upgrade Concrete around buildings | 1,071 | SY | 94.75 | \$ 101,477.25 |
| Option E: | Bollard Lighting | 24 | EA | 2,132.30 | \$ 51,175.20 |
| Option F: | Monument Sign | 1 | ALW | 53,308.35 | \$ 53,308.35 |
| | | | | | \$ |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 215,908.80 |

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|--------------------|------|------------|---------------|
| | AQUEOUS CROSSING ON ORTIZ BLVD. | QUANTITY | ONT | ONIT PRICE | AMOUNT |
| 1 | Mobilization / Demobilization | 1 | LS | 17,000.00 | \$ 17,000.00 |
| 2 | Maintenance of Traffic | 1 | LS | 25,500.00 | \$ 25,500.00 |
| 3 | Erosion and Sediment Control | 1 | LS | 7,500.00 | \$ 7,500.00 |
| 4 | Dewatering | 1 | LS | 58,250.00 | \$ 58,250.00 |
| 5 | Survey Stake-Out | 1 | LS | 11,775.00 | \$ 11,775.00 |
| 6 | Survey Record Drawings | 1 | LS | 4,150,00 | \$ 4,150.00 |
| 7 | 8" PVC WM (C-900 DR-18) | 16 | LF | 131.50 | \$ 2,104.00 |
| 8 | 8" 45 Elbow | 1 | EA | 1,050.00 | \$ 1,050.00 |
| 9 | 8" Gave Valve | 1 | EA | 6,930.00 | \$ 6,930.00 |
| 10 | 12" Air Release Valves | 1 | EA | 17,050.00 | \$ 17,050.00 |
| 11 | 12" PVC WM (C-900 DR-18) | 30 | LF | 255.90 | \$ 7,677.00 |
| 12 | 12" 45 Elbow | 3 | EA | 2,130.00 | \$ 6,390.00 |
| 13 | 12" 11.25 Elbow | 2 | EA | 2,130.00 | \$ 4,260.00 |
| 14 | 12" Gave Valve | 3 | EA | 9,380.00 | \$ 28,140.00 |
| 15 | 12" HDPE (DR-9) by Directional Drill | 500 | LF | 266,50 | \$ 133,250.00 |
| 16 | 12" x 8" Tee | 1 | EA | 2,665.50 | \$ 2,665.50 |
| 17 | 8" Cap | 2 | EA | 670.00 | \$ 1,340.00 |
| 18 | 12" Cap | 1 | EA | 1,173.00 | \$ 1,173.00 |
| 19 | HDPE to PVC Pipe Adapter | 2 | EA | 2,665.00 | \$ 5,330.00 |
| 20 | Abandon and Grout Existing Water Main (Inclusive) | 200 | LF | 106.60 | \$ 21,320.00 |
| 21 | Remove Existing Water Main from Bridge (Inclusive) | 49 | LF | 106.60 | \$ 5,223.40 |
| 22 | Sod | 430 | SY | 7.50 | \$ 3,225.00 |
| 23 | Swale Restoration | 120 | SY | 35.50 | \$ 4,260.00 |
| | | | | | \$ - |
| | | | | SUB-TOTAL | \$ 375,562.90 |

| BID SUMMARY | | - 11 | | |
|-----------------------------------|---|-------------|------------------|---------------------|
| | Part 1 Subtotal | | | \$ 1,751,488.14 |
| | Part 2A Subtotal | | | \$ 1,127,154.95 |
| | Part 2B Subtotal | | | \$ 1,042,754.20 |
| | Part 2C Subtotal | | | \$ 1,535,503.85 |
| | Part 3 Subtotal | | | \$ 1,082,611.10 |
| | Part 4 Subtotal | | | \$ 359,316.50 |
| | Part 5 Subtotal | | | \$ 208,675.00 |
| | Part 6 Subtotal | | | \$ 255,645.35 |
| | Part 7 Subtotal | | | \$ 22,245.00 |
| | Part 8 Subtotal | | | \$ 17,770.00 |
| | Part 9 Subtotal | | | \$ 360,845.43 |
| | Part 10 Subtotal | | | \$ 140,106.38 |
| | Part 11 Subtotal | | | \$ 8,977,411.00 |
| | TC | TAL BASE B | ID FOR PART 1-11 | \$ 16,881,526.90 |
| | Option A: Subtotal | | | \$ 106,300.83 |
| | Option C: Subtotal | | | \$ 9,948.00 |
| | Option D: Subtotal | | | \$ 101,477.25 |
| | Option E: Subtotal | | | \$ 51,175.20 |
| | Option F: Subtotal | | | \$ 51,175.20 |
| | Option G: Subtotal | | | \$ 375,562.90 |
| | TOTAL BID (| BASE BID PI | US OPTIONS A-G) | \$ 17,577,166.28 |
| Allowance: Asbestos (contingency) | | | 200 | |
| DO NOT BID | 1 | LS | \$25,000 | \$ 25,000.00 |
| | TOTAL BID (BASE BID PLUS OPTIONS A-G plus | | | |
| | | | Allowance) | \$ 17,602,166.28 |

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER

ATTACHMENT 5:

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.

<u>LIMITS OF INSURANCE</u> - 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 it 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.
- 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

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.
- 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

- a. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- b. 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.Builder's Risk Insurance (Course of Construction) or Installation Floater

Insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

- 5. Contractors' Pollution Legal Liability (if project involves environmental hazards).
- Each Occurrence or Claim \$250,000
- Policy Aggregate \$500,000

GENERAL REQUIREMENTS:

A. The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability 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.

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.

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.

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

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.

AUTHORIZED SIGNATURE DATE DATE DATE DATE

ATTACHMENT 6: BID FORM

Name of Bidder/Company Name: Jon F. Swift, Inc

Business Address: 2221 8th Street City/State/Zip Code: Sarasota, FL 34237

Signed (Person authorized to bind the company):

Name (printed): Ross Russo

| Bidder/Company Telephone Number: 941-951-6100 |
|--|
| E-mail Address: ross@jonfswiftinc.com |
| Contractor License #: CGC057668 |
| FEID #: 59-1897037 |
| 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, Project Manual, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Drawings, Plan Revisions, Plans, and any other reports or documentation for: <i>RFB 2022-22 Warm Mineral Springs Park Renovations</i> 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: |
| READ AT BID OPENING PROJECT TOTAL (INCLUDES ALL OPTIONS): \$ 17,602,166.28 |
| one hundred foresty |
| 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. |

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Title: Vice President

ATTACHMENT 7:

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 NameJon_F. | Swift, Inc. | | | | |
|----------------------------------|------------------------------|-------------------------|----------|-------------------------------|-----------------|
| 941-951-6100 | ross@jonfswiftir | nc.com | | | |
| Felephone # 2221 8th Street | E-Mail | Fax # | | | - |
| Main Office Address Sarasota | FL | 34237 | | | |
| City | State | e Zip Co | ode | | - |
| Address of Office Servicin | g City of North Port, if dif | ferent than above: X | SAME | AS ABOVE | |
| Office Address | | | | | - |
| City | State | e Zip Co | ode | | |
| Геlephone # | E-mail | Fax # | | | 7 |
| Name & Title of Firm Rep | resentative | | | | - -: |
| Federal Identification Nu | mber: <u>59-189703</u> | 7 | | | _ |
| Bidder shall submit proof aw. | that it is authorized to do | business in the State o | f Florid | la unless registration is not | req |
| | | (Please Check | One) | | |
| Is this a Florida Cor | poration: | <u>X</u> Yes | or | No | |
| If not a Florida Corp | oration, | | | | |
| In what stat | e was it created: | | | | _ |
| Name as sp | elled in that State: | | | | +: |
| What kind of corpo | ration is it: | X_"For Profit | ı" or | "Not for Profit" | |
| Is it in good standing | g: | _X_Yes | or | No | |
| Authorized to trans | act business in Florida: | <u>X</u> Yes | or | No | |
| State of Florida Dep | artment of State Certifica | te of Authority Documen | t No.:_ | 611130 | 4 |
| Does it use a regist | ared fictitious name: | X Vec | or | No | |

| Names of Officers: | |
|--|---|
| President: Jason Swift | Secretary: Emmalee Legler |
| Vice President: Ross Russo | Treasurer:_ Emmalee Legler |
| Director: | Director: |
| Other: | Other: |
| Name of Corporation (As used in Florida | ı): |
| Jon F. Swift, Inc. | |
| (Spelled exactly as it is reg | istered with the state or federal government) |
| Corporate Address: | |
| Post Office Box: | |
| City, State Zip: | |
| Street Address: | 2221 8th Street |
| City, State, Zip: | Sarasota, FL 34237 |
| | /22 |
| Date: Signed (Person authorized to bind the comp | 1. Care |
| | |
| Name (printed): ROSS RUSSO | Title: Vice President |

THIS PAGE MUST BE COMPLETED AND SUBMITT

ATTACHMENT 8:

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. | 01 | Dated | 05-19-2022 | Addendum No. | Dated | |
|--------------|----|-------|------------|--------------|-------|--|
| Addendum No. | 02 | Dated | 05-26-2022 | Addendum No. | Dated | |
| Addendum No. | | Dated | | Addendum No. | Dated | |
| Addendum No. | | Dated | | Addendum No. | Dated | |

BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 20 & 21)

| BID BOND: ACCOMPANYING THIS PROPOSAL IS Guignard Company | |
|--|--------------|
| (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 | l 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 |

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: | 66 | 22 | | 2 / | , |
|--------------------|-----------------|-----------------|----|---------|----------------|
| Signed (Person aut | horized to bind | d the company): | /(| 1/ | mp |
| Name (printed): | Ross Russo |) | • | Title:_ | Vice President |

of bid.

ATTACHMENT 9:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

| ent: 2-Good: 3-Fair: 4-Poor | , | • | | |
|--|---|--|---|-------------------|
| escription | Manufacturer | Year | Condition | Leased/Owned |
| | | | | |
| | | | | |
| | | | | |
| | SOURCE OF SUPPLY AND | SUBCONTRACTOR | FORM | |
| | | | | |
| does not have a source o | subcontractors shall be used for f supply or subcontractor, ins subject to City approval. (If no | ert "to be determ | ined". When a so | |
| r does not have a source o | of supply or subcontractor, ins | ert "to be determ et applicable, state | ined". When a so | |
| does not have a source of ined, selection will be su | of supply or subcontractor, ins ubject to City approval. (If no | ert "to be determ it applicable, state ACTOR(S) LEPHONE NUMBE | ined". When a so : N/A). R & E-MAIL) | ource or subcontr |
| ined, selection will be su Be Determ | of supply or subcontractor, ins Ibject to City approval. (If no SUBCONTR PLEASE INCLUDE ADDRESS/TE | ert "to be determ ot applicable, state ACTOR(S) LEPHONE NUMBE | ined". When a so | ource or subcontr |
| does not have a source of ined, selection will be sue the selection will be subject to the selection will be | of supply or subcontractor, insubject to City approval. (If no SUBCONTR PLEASE INCLUDE ADDRESS/TE | ert "to be determ it applicable, state ACTOR(S) LEPHONE NUMBE | ined". When a so | ource or subcontr |
| r does not have a source of ined, selection will be sue the selection will be subject to the selection will | of supply or subcontractor, ins subject to City approval. (If no SUBCONTR PLEASE INCLUDE ADDRESS/TE | ert "to be determ ot applicable, state ACTOR(S) LEPHONE NUMBE | ined". When a so | ource or subcontr |
| does not have a source of ined, selection will be sue the selection will be subject to the selection will be such as the selection will be subject to the selection will be such as the selection will be such as the selection will be such as the selection will be subject to the selection will be such as the selection will be subject to the selectio | of supply or subcontractor, insubject to City approval. (If no SUBCONTR PLEASE INCLUDE ADDRESS/TE | ert "to be determ it applicable, state ACTOR(S) LEPHONE NUMBE | ined". When a so | ource or subcontr |
| r does not have a source of ined, selection will be sue the selection will be subject to the selection will | of supply or subcontractor, insubject to City approval. (If no SUBCONTR PLEASE INCLUDE ADDRESS/TE | ert "to be determ it applicable, state ACTOR(S) LEPHONE NUMBE | ined". When a so | ource or subcontr |

ATTACHMENT 10: 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. GC must have completed (3) significantly sized renovation projects that include a substantial sitework component, with one of those three being a historical rehabilitation project that complies with the Secretary of the Interior's Standards for Historical Rehabilitation as demonstrated by project review and approval by either a local historic preservation board that is part of the State of Florida's Certified Local Government Program (CLG) or the Architectural Preservation Office of the Department of State's Division of Historical Resources. Such projects shall be of a similar size and scope to the Warm Mineral Springs Park renovation project, and must have a minimum contracted construction value of \$3M for building improvements.

| 1. Business/Customer Name: Sarasota County Government |
|--|
| Name of Contact Person/Title: Brad Gaubatz, Project Manager |
| Telephone# 941-861-0853 Fax E-mail_bgaubatz@scgov.net |
| Address 1001 Sarasota Center Blvd, Sarasota FL 34240 |
| Phone Number_see above |
| Duration of Contract or business relationship 2 years |
| Type of Services Provided CM at Risk Services for the Siesta Beach Park Improvements Project including renovation of |
| historical pavilion & restrooms Contract Period: FROM $\underline{11/18/13}$ TO $\underline{11/30/15}$ |
| Contract Price \$\frac{\$17,500,000}{} Contract Price at Completion of the Project \$\frac{\$17,475,703}{} |
| 2. Business/Customer Name: Sarasota County Government |
| Name of Contact Person/Title: Curtis Smith, Project Manager |
| Telephone# 941-807-4065 Fax E-mail csmith@scgov.net |
| Address 1001 Sarasota Center Blvd, Sarasota FL 34240 |
| Phone Number see above |
| Duration of Contract or business relationship 2 years |
| Type of Services Provided CM at Risk Services for The Legacy Trail Extension Project, including 3200 LF of 30" potable water; 3600 LF of 16" reclaimed water line; 17,200 LF of fiber optics Contract Period: FROM 04/30/20 TO Current |
| Contract Price \$ Various GMPs Contract Price at Completion of the Project \$ 36,000,000 |
| Date: 6/6/22 |
| Signed (Person authorized to bind the company): |
| Name (printed): Ross Russo Title: Vice President |

| 3. Business/Customer Name: City of Sarasota | | | | | |
|--|--|--|--|--|--|
| Name of Contact Person/Title: William (Bill) Swick, Project Manager | | | | | |
| Telephone# 941-365-2200 exta6310 E-mail_william.swick@sarasotafl.gov | | | | | |
| Address 1761 12th St., Sarasota, FL 34236 | | | | | |
| Contract Period: FROM <u>04/28/17</u> TO <u>11/13/18</u> | | | | | |
| Contract Price \$ 9,133,176 Contract Price at Completion of the Project \$ 9,133,176 | | | | | |
| Phone Number See above | | | | | |
| Duration of Contract or business relationship 18 months | | | | | |
| Type of Services Provided Replacement of over 20,000 LF of 40+ year old 3-12" potable water mains | | | | | |
| & related infrastructure. Contract Period: FROM See above TO See above | | | | | |
| Contract Price \$ See above Contract Price at Completion of the Project \$ See above | | | | | |
| 4. Business/Customer Name: Greenpointe Holdings | | | | | |
| Name of Contact Person/Title: <u>Brett Blank (no longer employed at Greenpointe Holdings)</u> | | | | | |
| Telephone# 303-944-0316 Fax E-mail bblank@greenpointellc.com | | | | | |
| Address_ 333 Tamiami Trail N., Sarasota, FL 34236 | | | | | |
| Phone Number See above | | | | | |
| Duration of Contract or business relationship 16 months | | | | | |
| Type of Services Provided Installation of all the utilities and infrastructure for The Quay site including duct bank, stormwater, sanitary, dry utilities and water. | | | | | |
| Contract Period: FROM 12/02/19 TO 04/22/21 | | | | | |
| Contract Price \$ 9,721,000 Contract Price at Completion of the Project \$ 9,721,000 | | | | | |
| Date:6/6/22 | | | | | |
| Signed (Person authorized to bind the company): | | | | | |
| Name (printed):_ Ross Russo | | | | | |

ATTACHMENT 11:

NON-COLLUSIVE AFFIDAVIT

| State ofFlorida | |
|---|--|
| County of Sarasota | |
| Before me, the undersigned authority, personally appe | eared: |
| Ross Russo | who, being first duly sworn, deposes and says that: |
| 1. He/She is the Vice President Jon F Swift, Inc. | (Owner, Partner, Officer, Representative or Agent) of, the Respondent that has submitted the attached reply: |
| 2. He/She is fully informed respecting the preparation respecting such reply: | and contents of the attached reply and of all pertinent circumstances |
| 3. Such reply is genuine and is not a collusive or sham i | reply: |
| been submitted: or have in any manner, directly or conference with any respondent, firm, or person to fix or to fix any overhead, profit, or cost elements of the | am reply in connection with the work for which the attached reply has indirectly sought by agreement or collusion, or communication or the price or prices in the attached reply or of any other respondent, a reply price or the reply price of any other respondent, or to secure clawful agreement any advantage against (Recipient), or any person |
| Signed, sealed and delivered this | day ofJune2022 |
| | By:(Printed Name)(Title) |
| STATE OF FLORIDA | (mac) |
| COUNTY OF Sarasota | |
| | Notary Public – State of Florida September 09, 2023 |
| Personally Known X OR Produced Identific Type of Identification Produced | ation |

ATTACHMENT 12: 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:

| | (List Position Or Boar |
|---|--|
| I an | n the spouse or child of an employee, public officer or advisory board member of the City |
| Name: | |
| direct or ind | mployee, public officer or advisory board member of the City, or their spouse or child, is an officer, partnetor, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct ownership of more than 5 percent of the total assets or capital stock of any business entity. For the sees of [§112.313], indirect ownership does not include ownership by a spouse or minor child. |
| Name: | |
| Re | espondent employs or Contracts with an employee, public officer or advisory board member of the City. |
| X No | one of The Above |
| | one of The Above |
| PART II: | Are you going to request an advisory board member waiver? |
| PART II: wi | Are you going to request an advisory board member waiver? Il request an advisory board member waiver under §112.313(12) Il NOT request an advisory board member waiver under §112.313(12) |
| PART II: | Are you going to request an advisory board member waiver? Il request an advisory board member waiver under §112.313(12) Il NOT request an advisory board member waiver under §112.313(12) |
| PART II: wi wi wi | Are you going to request an advisory board member waiver? Il request an advisory board member waiver under §112.313(12) Il NOT request an advisory board member waiver under §112.313(12) |
| PART II: wi wi X N/# City shall revers whose co | Are you going to request an advisory board member waiver? Ill request an advisory board member waiver under §112.313(12) Ill NOT request an advisory board member waiver under §112.313(12) Aview any relationships which may be prohibited under the Florida Ethics Code and will disqualify any conflicts are not waived or exempt. |
| PART II: wi wi X N/# City shall revers whose co | Are you going to request an advisory board member waiver? Ill request an advisory board member waiver under §112.313(12) Ill NOT request an advisory board member waiver under §112.313(12) Aview any relationships which may be prohibited under the Florida Ethics Code and will disqualify any |

ATTACHMENT 13: 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.

| ı,Ross Russo | , being an authorized representative of the Respondent |
|--|---|
| Jon F. Swift, Inc. | |
| Located at: 2221 8th Street | |
| City: Sarasota State: Fl | Zip Code: <u>34237</u> , have read and |
| understand the contents above. I further certify | y that Respondent is not disqualified from replying to this |
| solicitation because of F.S. §287.133 | |
| Signature: | Date: |
| Telephone #: <u>941-951-6100</u> | Fax #: |
| Federal ID #: 59-1897037 | E-mail: ross@jonfswiftinc.com |
| State of Florida | |
| County of Sarasota | |
| | |
| STATE OF FLORIDA | |
| COUNTY OF Sarasota | |
| Sworn to (or affirmed) and subscribed before me by this day of <u>June</u> 20 <u>22</u> , by | y means of X physical presence or online notarization, |
| | EMMALEE LEGLER Notery Public-State of Florida |
| Personally Known X OR Produced Identification | Notary Public - State of Florida Commission # GG 909163 My Commission Expires |
| Type of Identification Produced | September 09, 2023 |
| Date: 6/1/22 | |
| Signed (Person authorized to bind the company): | 16)16 |
| Name (printed):ROSS RUSSO | Title: Vice President |

ATTACHMENT 14: DRUG-FREE WORKPLACE FORM

| The that | t:(Company Name) does: |
|---|--|
| C | 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. |
| ٧ | Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. |
| | Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1). |
| e 0 | 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. |
| | mpose 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. N | Make a good faith effort to continue to maintain a drug free workplace through implementation of this section. |
| As t | 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 |
| | |
| | Print Name 6/6/22 |
| 3. G s s 4. III c c c c c c c c c c c c c c c c c | workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that make imposed upon employees for drug abuse violations. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1). 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 an controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (states are such conviction. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program such is available in the employee's community, by any employee who is so convicted. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section. The person authorized to sign the statement, I certify that Respondent complies fully with the above requirements. Check one: X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements. Signature Ross Russo |

ATTACHMENT 15:

AFFIDAVIT

Claiming Status as a LOCAL BUSINESS **CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS**

| State of Florida | |
|--|---|
| County of Sarasota | |
| | |
| Before me, the undersigned authority, personally appeared: | Ross Russo |
| who, being first duly sworn, deposes and says that: | |
| 1. I am theVice President | (Owner, Partner, Officer, Representative or Agent) of |
| , the Bidder that has | s submitted the attached proposal: |
| | |
| AND | |
| 2. I am fully informed respecting the operation and employees | of the Bidder: |
| AND | |
| I affirm that the Bidder has maintained a physical business ac | dress located within the limits of Sarasota County. Charlotte |
| County or Desoto County for a period of six (6) months or more | |
| or performs business. The qualifying local address is: 2221 8th Street, Sarasota, FL 34237 | |
| 2221 0th Street, Salasota, 1 L 5425 | • |
| | - |
| | #; |
| AND | |
| 4. I affirm that at least fifty percent (50%) of the Bidder's emplo | yees are residents of the City of North Port. If requested by |
| the City, the Bidder will be required to provide documentation: | substantiating the information given in this affidavit. City of |
| North Port reserves the right to request supporting documentat | |
| affidavit. Failure to do so will result in the Bidder's submission b | peing deemed non-responsive. |
| Any Bidder that misrepresents its status as a local business or | North Port local business shall be barred from receiving any |
| City Contracts for a period of three (3) years. | |
| STATE OF FLORIDA | |
| STATE OF FLORIDA | |
| COUNTY OF Sarasota | |
| | |
| Sworn to (or affirmed) and subscribed before me by mea | ans of X physical presence or online notarization, |
| this day of June 2022, by | 0 0 |
| | EMMALEE LEGLER Notary Public-State of Florida |
| Not | ary Public - State of Florida (Commission # GG 909163 |
| | My Commission Expires September 09, 2023 |
| Personally Known X OR Produced Identification | |
| Type of Identification Produced | |
| This page to be returned ONLY if Contract | tor is claiming a Local Rusiness Status |

AFFIDAVIT Claiming Status as a North Port Local Business **CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS** Florida State of County of Sarasota Before me, the undersigned authority, personally appeared: _____ Ross Russo who, being first duly sworn, deposes and says that: Vice President (Owner, Partner, Officer, Representative or Agent) of 1. I am the Jon F Swift, Inc. the Bidder that has submitted the attached bid: AND 2. I am fully informed respecting the operation and employees of the Bidder: 3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is 2221 8th Street, Sarasota, FL 34237 AND 4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive. Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years. STATE OF FLORIDA/ COUNTY OF Sarasota Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ __ online notarization, this _______ day of __lune ______ 20_22_, by ______ Notary Public - State of Florida

This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.

Personally Known X OR Produced Identification

Type of Identification Produced

ATTACHMENT 16:

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. | I. This Sworn Statement is submitted with Bid No. 2022-22 for the construction of Warm Mineral Springs Park Renovations | | | | |
|----|---|-----|--|--|--|
| 2. | 2. This Sworn Statement is submitted by Jon F _s Swift, Inc whose business address and (if applicable) its Federal Employer Identificat | | | | |
| | Number (FEIN) is Jon F, Swift, Inc. | | | | |
| | 3. My name is <u>Ross Russo</u> PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of Vice President with the above entity. | | | | |
| 4. | The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Sect 553.60-55.64, Trench Safety Act, and OSHA Standard. | ion | | | |
| 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 \$__\circ\circ\circ\circ\circ\circ\circ\c | | | | |
| 7. | . The undersigned has appropriated \$ \(\lore{\lo | | | | |
| 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 Vice President Authorized Signature/Title | | | | |
| | Sworn to and subscribed before me | | | | |
| | this loll 22 (date) Notary Public Signature | | | | |
| | My Commission Expires: 9923 (Notary Seal) EMMALEE LEGLER Notary Public-State of Florida Commission # GG 909163 My Commission Expires September 09, 2023 | | | | |

ATTACHMENT 17:

Scrutinized Company Certification Form

| Company Name: | | | |
|--|--|--|--|
| Authorized Representative Name and Title: Ross | Russo / Vice Presid | ent | |
| Address: 2221 8th Street | City: Sarasota | State: FL | zip: 34237_ |
| Phone Number: 941-951-6100 | Email Address: <u>ross@j</u> c | onfswiftinc.com | |
| A company is ineligible to, and may not, bid on, submit North Port for goods or services of any amount if, at th renewing such Contract, the company is on the Scrutini Statutes, section 215.4725, or is engaged in a boycott or | e time of bidding on, subn zed Companies that Boyco | nitting a proposal fo | r, or entering into or |
| A company is ineligible to, and may not, bid on, submit North Port for goods or services of \$1 million or more in into or renewing such Contract, the company is on the s Companies with Activities in the Iran Petroleum Energy or with companies engaged in business operations in Cu | f, at the time of bidding o Scrutinized Companies wit Sector List, created pursu | n, submitting a prop th Activities in Sudan | osal for, or entering List, the Scrutinized |
| <u>CHOOSE ON</u> | IE OF THE FOLLOWING | | |
| This bid, proposal, Contract or Contract renewal is for to sign on behalf of the above-named company, certify that the above-named company is not parti | and as required by Florid | la Statutes, section | |
| X This bid, proposal, Contract or Contract renewal is f to sign on behalf of the above-named company, certify that the above-named company is not part with Activities in Sudan List or the Scrutinized Com it does not have business operations in Cuba or Sy | and as required by Florid icipating in a boycott of Iso opanies with Activities in the | la Statutes, section 2 rael, is not on the Sc | 287.135(5), I hereby rutinized Companies |
| I understand that pursuant to Florida Statutes, sect in the termination of the Contract if one is entere penalties, attorney's fees and costs. | | | |
| Certified By: AUTHORIZED REPRESENTATIVE SIGNATURE | 7 | | |
| Print Name and Title: Ross Russo / Vice President | dent | | |
| Date Certified: 6/6/22 | | | |
| Solicitation/Contract/PO Number (Completed & | by Purchasing): | | |

ATTACHMENT 18:

LOBBYING CERTIFICATION

| "The undersigned hereby certifies, to the best of his or her knowle | edge and belief, that": |
|---|---|
| STATE OF Florida | |
| COUNTY OF Sarasota | |
| the authorized representative ofJON F. SWift, Inc(National of its agents agree to have no contact or communication with, or solicitation, with any City of North Port elected officials, officers, tworking with the City in respect to this request other than the dependent of the Solicitation. To persons shall not be lobbied, either individually or collectively, re | being first duly sworn, deposes and says that he or she is ame of the Contractor, firm or individual), and that the vendor and any r discuss any matter related in any way to any active City of North Port their appointees or their agents or any other staff or outside individuals esignated Procurement Official Contact and to abide by the restrictions echnical questions directed to the project manager, is prohibited. These egarding any questions for bid, proposal, qualification and/or any other ate disqualification from the selection process. The selection process is de a final and conclusive determination. |
| | by or on behalf of the undersigned, to any person for influencing or employee of the City, City Commission in connection with the awarding |
| · · · · · · · · · · · · · · · · · · · | d or will be paid to any person for influencing or attempting to influence ty in connection with this Contract, the undersigned shall complete and accordance with its instructions. |
| Signed, sealed and delivered this | By: Ross Russo (Printed Name) Vice President (Title) |
| STATE OF FLORIDA | |
| COUNTY OF <u>Sarasota</u> | |
| Sworn to (or affirmed) and subscribed before me by mean day of | physical presence or online notarization, this EMMALEE LEGLER Notary Public – State of Florida |
| Personally Known X OR Produced Identification Type of Identification Produced | Commission # GG 909163 My Commission Expires September 09, 2023 |

ATTACHMENT 19:

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 renumeration.
- 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: Jon F. Swiff, Inc. | (Vendor's Company Name) | |
|--|--|---|
| Ross Russo Vice President | (Vendor signature) _(Vendor's name printed) _(Title) | |
| Sworn to and subscribed before me by mean of Jule, 20 22, by Ross Eu | s of sphysical presence or onlinesso as VICE Pres | e notarization, this 18th day |
| | Notary Public | |
| Personally Known <u>X</u> OR Produced Identif Type of Identification Produced | ication | EMMALEE LEGLER Notary Public-State of Florida Commission # GG 909163 My Commission Expires September 09, 2023 |

ATTACHMENT 20:

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 Jon F. Swift, Inc. , authorized by law to do business as a Corporate Contractor in the Florida, State Principal, and Federal Insurance Company , a Corporation chartered and existing under the laws of the as Surety, with its principal offices in the City of Whitehouse Station, NJ, and authorized to do State of Indiana business in the State of Florida, and in accordance with Section 255.051, Florida Statues, 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 _June 6, 2022, for (TITLE, RFB 2022-22). Warm Mineral Springs Park Renovations 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 6/6/2022 , 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: (By)

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

as to \$ure

April L. Lively & FL Licensed Resident Agent

Federal Insurance Compa