

# OKEECHOBEE COUNTY



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## CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

### *SR 15/700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION IMPROVEMENTS PROJECT NO. 2017-08*

Lee R. Evett,  
Public Works Director  
804 NW 2<sup>nd</sup> Street  
Okeechobee, FL 34972  
863-763-3514 (phone)  
863-763-3031 (fax)  
[levett@co.okeechobee.fl.us](mailto:levett@co.okeechobee.fl.us)

Exhibit "A"

SECTION 00010

TABLE OF CONTENTS

<b><u>SECTION No.</u></b>	<b><u>DESCRIPTION</u></b>
<b>DIVISION 0</b>	<b>INFORMATION, BIDDING, AND CONTRACTING</b>
00010	Table of Contents
00015	List of Drawings – Exhibit "B"
00103	Invitation to Bid
00200	Instructions to Bidders – AIA A701 1997
00410	Bid Form
00420	Bidder's Acknowledgement
00450	Contractor's Questionnaire
00453	Sworn Statement on Public Entity Crimes
00457	Acknowledgment of Conformance with O.S.H.A. Standards
00458	Bidder's Affidavit In Compliance With Florida Trench Safety Act
00459	Drug Free Work Place Form
00501	County Insurance Requirements

## **EXHIBIT "B"**

### **SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION IMPROVEMENTS PROJECT NO. 2017- 08**

#### **DRAWINGS LIST**

<b>L 000</b>	<b>Cover Sheet</b>
<b>L 001</b>	<b>General Notes</b>
<b>L 002</b>	<b>Erosion Control Plan</b>
<b>L 003</b>	<b>Erosion Control Details</b>
<b>L 004</b>	<b>Demolition Plan</b>
<b>L 005</b>	<b>Demolition Notes and Details</b>
<b>L 100</b>	<b>Planting Plan</b>
<b>L 101</b>	<b>Planting Schedule</b>
<b>L 150</b>	<b>Monument Sign Details</b>
<b>L 151</b>	<b>Monument Sign Details</b>
<b>L 200</b>	<b>Irrigation Plan</b>
<b>L 201</b>	<b>Irrigation Plan</b>
<b>L 250</b>	<b>Irrigation Details</b>
<b>L 251</b>	<b>Irrigation Notes</b>
<b>L 252</b>	<b>Irrigation Notes</b>
<b>L 300</b>	<b>Landscape Lighting Plan</b>
<b>L 301</b>	<b>Landscape Lighting Specifications</b>
<b>MOT 1</b>	<b>Maintenance of Traffic Plan</b>
<b>FDOT Index 600</b>	<b>Sheets 1-12 (2016 Design Standards)</b>
<b>FDOT Index 601</b>	<b>Sheet 1 (2016 Design Standards)</b>
<b>FDOT Index 602</b>	<b>Sheet 1 (2016 Design Standards)</b>
<b>FDOT Index 660</b>	<b>Sheet 1 (2016 Design Standards)</b>

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**Specifications**

**Technical Specifications**

**March 6, 2017**

**OKEECHOBEE COUNTY  
PROJECT NO. 2017- 08**

**SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION IMPROVEMENTS**

**INVITATION TO BID**

Sealed BIDS will be received by Okeechobee County Board of County Commissioners at the **Okeechobee County Historic Courthouse, 304 NW 2<sup>nd</sup> Street, County Administrator's Office, Room 123, Okeechobee, FL 34972 until 2:30 p.m. on March 29, 2017**. Bids will be publicly opened in room 201, same address and read aloud. Any BIDS received after the time specified will not be accepted.

**The BIDS shall be based on Bid Documents, Plans, and Specifications for the SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION IMPROVEMENTS, County Project No. 2017- 08.**

All materials furnished and all work performed shall be in accordance with the Drawings, Specifications and Contract Documents pertaining thereto, which may be examined at or obtained from:

Okeechobee County  
Lee R. Evett, Public Works Director  
804 NW 2nd Street  
Okeechobee, FL 34972  
863-763-3514 (phone)  
863-763-3031 (fax)  
[levett@co.okeechobee.fl.us](mailto:levett@co.okeechobee.fl.us)

Any questions pertaining to project specifications or scope of work will be addressed to Lee Evett, **in writing** to the physical or e-mail address noted above, no later than **March 22, 2017 p.m.**

Each Contractor who has made a written request, to the physical or e-mail address noted above, will be furnished with one (1) electronic copy in PDF Format of Drawings, Specifications and Bid Documents via email at no cost. No partial sets of Drawings, Specifications and Bid Documents will be issued. Only Drawings, Specifications and Bid Documents obtained from the Okeechobee County, Owner are acceptable for bidding.

Each bid must be accompanied by an acceptable Bid Security in the form of a Bid Bond, or Certified Check, made payable to "Okeechobee County Board of County Commissioners", in the amount of not less than five percent (5%) of the total Bid Amount. The Bidder, if awarded the Contract and the bid amount is \$100,000 or more, will execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) days after the date set for opening of bids.

Okeechobee County accepts no responsibility for any expense related to preparation or delivery of proposals. The Owner reserves the right to reject any or all Bids, accept Bids in any order or combination, accept or reject portions of Bids, make modifications to the work after bidding, and waive any formality in the Bids if they deem it in their best interest to do so. The General Contractor will provide additional information including, but not limited to, a list of similar projects constructed within the past five (5) years, client references, or other financial references deemed appropriate to Contract Award.

**SR15/ 700 (U.S. 441) AND SR 78  
INTERSECTION BEAUTIFICATION**

Bidders will confine their bids to the project in its entirety. Partial bids will not be accepted.

Each bidder will submit with this bid, evidence that the bidder complies with all state and local requirements, to perform the work described in said Bid.

If, in the opinion of the bidder, inconsistencies appear to exist in the specifications, it is the bidder's responsibility to seek clarification from the Owner, Lee Evett, Public Works Director, as shown above. Additionally, it is incumbent upon all bidders to conduct a personal investigation as to requirements of the County.

The Board of County Commissioners has the right to accept or reject any or all bids. Bids must be sealed and the outside of the envelope MUST be marked: **"BID – SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION IMPROVEMENTS PROJECT NO. 2017- 08"**.

**BIDDER MUST SUBMIT (1) ORIGINAL AND (2) COPIES OF THE BID.**

Terry W. Burroughs, Chair  
Board of County Commissioners  
Okeechobee County, FL

Sharon Robertson,  
Clerk of Court Okeechobee County, FL

Publish:  
Okeechobee News  
Okeechobee County Website

**BID FORM**

**SR15/ 700(U.S. 441) AND SR 78  
INTERSECTION BEAUTIFICATION  
IMPROVEMENTS BID NO. 2017-08**

THIS BID IS SUBMITTED TO:

OKEECHOBEE COUNTY

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement and/or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds, Insurance and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No:\_\_\_\_\_Dated:

Addendum No:\_\_\_\_\_Dated:

Addendum No:\_\_\_\_\_Dated:

Addendum No:\_\_\_\_\_Dated:

---

Bidder's Name

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, Site, locality and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigation, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given OWNER written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induces or solicited any other Bidder to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding, and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER.

- (i) Bidder agrees that the work will be substantially complete within (270) two hundred seventy calendar days after the date stipulated in the Notice to Proceed.
- (j) The Bidder has attached to this Bid Proposal the Bidders proposed Schedule of Values allocating the bid amount to the various portions of the Work. This schedule, subject to approval by the Owner, shall be used as a basis for reviewing the Contractor's application for payment.
- (k) The Bidder further proposes and agrees to commence work under the Contract within ten (10) calendar days following receipt of official Notice to Proceed on the date stipulated in such Notice.
- (l) After the date of Substantial Completion of the Work, an additional thirty (30) calendar days will be allowed for the following:
  - 1. Completion of all punch list items.
  - 2. Re-cleaning required by work on Item 1.
  - 3. Minor site work which does not in any way hinder access or occupancy of the area.
  - 4. Removal of equipment, excess materials and debris from the site.
- (m) The Bidder further proposes and agrees as follows:
  - 1) a cashier's check submitted as a Bid Bond will be cashed immediately upon presentation and the funds held by the County Clerk.
  - 2) that, in case of failure on Bidder's part to execute said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the Bid Bond accompanying this Bid, and the monies payable thereon, shall be paid into the funds of the Board of County Commissioners of Okeechobee County, Florida, as liquidated damages for such failure.
  - 3) that, in case of failure on Bidder's part to execute said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the proceeds from the Cashier's check serving as a Bid Bond accompanying this Bid, shall be paid into the funds of the Board of County Commissioners of Okeechobee County, Florida, as liquidated damages for such failure
- (n) Attached hereto is a cashier's check or Bid Bond in the amount of \_\_\_\_\_ Dollars, which is five percent (5%) of the Base Bid, made payable to the Board of County Commissioners of Okeechobee County, Florida; the List of Subcontractors/Material Suppliers; and Contractor's Qualification Statement as required by the Instructions to Bidders.

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Bidder's Name



## BID SCHEDULE

**TO: BOARD OF COUNTY COMMISSIONERS OKEECHOBEE COUNTY**

**(Please fill in all blanks and return with your proposal.)**

**The undersigned, hereafter called the bidder, hereby declares that he has carefully examined the site of the proposed work, also the plans and specifications noted thereon, and does hereby agree to furnish all labor, materials, tools equipment and incidentals and to sustain all the expenses incurred in doing the work in strict accordance with the said plans which are referred to and made a part thereof at the following prices to-wit:**

Bidder proposes and agrees, if the Bid is accepted, to contract with the Board of County Commissioners of Okeechobee County, Florida, in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work in full and complete in accordance with the plans shown, noted, described and intended requirements of the Contract Documents to the full and entire satisfaction of the Board of County Commissioners of Okeechobee County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following sum as designated on the Schedule of Bid Items:

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Bidder's Name

Communications concerning this Bid shall be addressed to:

Lee R. Evett,  
Public Works Director  
804 NW 2<sup>nd</sup> Street Okeechobee,  
FL 34972  
863-763-3514 (phone)  
863-763-3031 (fax)  
[levett@co.okeechobee.fl.us](mailto:levett@co.okeechobee.fl.us)

The terms used in this Bid which are defined in the County Contract and Supplementary General Conditions of the Construction Documents and included as part of the Contract Documents including all construction plans have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 2017.

\_\_\_\_\_  
Bidder's Name

If BIDDER is:

An Individual

By:

\_\_\_\_\_  
(Individual's Name)

\_\_\_\_\_  
(SEAL)

Doing business as:

\_\_\_\_\_  
Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No:

\_\_\_\_\_

A Partnership:

By:

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(General Partner)

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No:

\_\_\_\_\_

\_\_\_\_\_  
Bidder's Name

A Corporation:

By:

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By:

\_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporate Seal)

Attest:

\_\_\_\_\_  
(Secretary)

Business Address:

\_\_\_\_\_

Phone No:

\_\_\_\_\_

A Joint Venture:

By:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.)

\_\_\_\_\_  
Bidder's Name

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary, of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know their signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and on behalf of said corporation by authority of this governing body.

(Corporate)

(Seal)

Title:

\_\_\_\_\_  
Bidder's Name

**OKEECHOBEE COUNTY**

**SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION  
IMPROVEMENTS  
COUNTY BID NO. 2017-08**

**BID SCHEDULE**

**TOTAL BID \$** \_\_\_\_\_

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**(Written Total Dollar Amount)**

(NOTE: Any discrepancy between the written and numerical, the written prevails.)

**SUBSTANTIAL COMPLETION TIME: (90) CALENDAR DAYS**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Attest: \_\_\_\_\_

(CORPORATE SEAL)

END OF SECTION

**BASE BID FORM**  
**FDOT FP# 439087-1**

**Project Description: SR 15/700 and SR 78 Interction Beautification**

**Date: 3/6/2017**

BASE BID					
Pay Item Number*	Pay Item Description*	Quantity	Unit	Unit Cost	Subtotal Cost
General Conditions					
GC-1	Mobilization/Demobilization	1	LS		\$ -
GC-2	Maintenance of Traffic	1	ALLOW		\$ -
GC-3	Bonds	1	LS		\$ -
GC-4	Insurance	1	LS		\$ -
GC-5	Construction Permits	0	ALLOW		\$ -
GC-6	Clearing/Grubbing/Demolition	1	LS		\$ -
Hardscape					
HS-1	Sign A	1	LS		\$ -
Landscaping					
LS-1	Orange Geiger 45G	8	EA		\$ -
LS-2	Silver Buttonwood 45G	9	EA		\$ -
LS-3	Jatropha Tree 30G	9	EA		\$ -
LS-4	American Sycamore 30G	3	EA		\$ -
LS-5	Southern Live Oak 65G	5	EA		\$ -
LS-6	Desert Cassia 25G	6	EA		\$ -
LS-7	Pindo Palm 10' OA	16	EA		\$ -
LS-8	Sabal Palm 16'-22' CT	28	EA		\$ -
LS-9	Silver Saw Palmetto 7G	34	EA		\$ -
LS-10	Saw Palmetto 7G	219	EA		\$ -
LS-11	Sand Cordgrass 3G	70	EA		\$ -
LS-12	Fakahatchee Grass 3G	209	EA		\$ -
LS-13	Coontie 3G	329	EA		\$ -
LS-14	Wildflower Mix (Indian Blanket Flower & Tickseed) 1G	1,363	EA		\$ -
LS-15	Argentine Bahia Grass	30,855	SF		\$ -
LS-16	Mulch /Fertilizer /Bracing	1	LS		\$ -
LS-17	Pruning for Existing trees	1	LS		\$ -
Irrigation					
IR-1	Irrigation System	1	LS		\$ -
IR-2	Relocate Backflow Device	1	LS		\$ -
Pre- and Post- Construction					
PC-1	Layout and as-built survey	1	LS		
PC-1	Profesional Video (pre-construction)	1	LS		
<b>BASE BID TOTAL</b>					

# ALTERNATE BID FORM

FDOT FP# 439087-1

Project Description: SR 15/700 and SR 78 Intersection Beautification

Date: 3/6/2017

ALTERNATE BID ITEMS					
Pay Item Number*	Pay Item Description*	Quantity	Unit	Unit Cost	Subtotal Cost
<b>Bid Alternate 1 - Landscape and Irrigation at Parcel west of Lock 7 Entry</b>					
LS-1	Orange Geiger 45G	4	EA		\$ -
LS-2	Silver Buttonwood 45G	3	EA		\$ -
LS-3	Jatropha Tree 30G	5	EA		\$ -
LS-4	American Sycamore 30G	4	EA		\$ -
LS-5	Southern Live Oak 65G	6	EA		\$ -
LS-6	Desert Cassia 25G	6	EA		\$ -
LS-7	Pindo Palm 10' OA	5	EA		\$ -
LS-8	Sabal Palm 16'-22' CT	16	EA		\$ -
LS-9	Silver Saw Palmetto 7G	34	EA		\$ -
LS-10	Saw Palmetto 7G	118	EA		\$ -
LS-11	Sand Cordgrass 3G	110	EA		\$ -
LS-12	Fakahatchee Grass 3G	61	EA		\$ -
LS-13	Coontie 3G	63	EA		\$ -
LS-14	Wildflower Mix (Indian Blanket Flower & Tickseed) 1G	582	EA		\$ -
LS-15	Argentine Bahia Grass	13,800	SF		\$ -
LS-16	Mulch /Fertilizer /Bracing	1	LS		\$ -
IR-1	Irrigation System	1	LS		\$ -
<b>BID ALT 1 TOTAL</b>					
<b>Bid Alternate 2 - Sign lighting fixtures, conduit, controls</b>					
LE-1	Wall wash light fixture	4	EA		\$ -
LE-2	Conduit	275	LF		\$ -
LE-3	Pull Boxes	3	EA		\$ -
LE-4	Lighting Controls	1	EA		\$ -
LE-5	Electrical Wire	275	LF		\$ -
<b>BID ALT 2 TOTAL</b>					
<b>Bid Alternate 3 - Irrigation Well and Pump</b>					
IR-1	Irrigation Well and Pump	1	LS		\$ -
<b>BID ALT 3 TOTAL</b>					
<b>Bid Alternate 4 - Site Electrical Service</b>					
LE-2	Conduit	20	LF		\$ -
LE-4	Electrical Service	1	EA		\$ -
LE-5	Electrical Wire	20	LS		\$ -
<b>BID ALT 4 TOTAL</b>					
<b>Bid Alternate 5 - Sign B</b>					
HS-2	Sign B	1	LS		\$ -
<b>BID ALT 5 TOTAL</b>					



## BIDDER ACKNOWLEDGEMENT

SUBMIT BIDS/PROPOSALS TO:

Okeechobee County  
304 NW 2<sup>nd</sup> Street  
Okeechobee, FL 34972

(AN EQUAL OPPORTUNITY EMPLOYER)

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**SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION  
IMPROVEMENTS  
PROJECT No. 2017-08**

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MAILING ADDRESS:

Federal Employer ID or SS#:

Telephone:

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I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the Okeechobee County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County renders final payment to the bidder.

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Signature:

Type Name:

Title:

Date:

## QUESTIONNAIRE

Sec. 11-3. Questionnaire sheet to be filled in by bidder.

The undersigned guarantees the truth and accuracy of all statements and answers herein contained:

1. How many years has organization been in business as a general contractor?

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2. List any public works contracts you have performed with any governmental agency having a value in excess of \$100,000 within the last five (5) years:

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3. Were all contracts listed in No. 2 above completed within the time period without extensions?

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4. Were liquidated damages incurred by the contractor for non-timely completion and, the extent to which additional time extensions were granted on all contracts that were not so timely completed?

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5. Was the Surety on the Public Works Section 255.05 Bond ever notified that the bidder was in default in the performance of such contracts; and if such default notice was so given, please indicates in detail how much claim default was resolved?

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6. Indicated the number of times in which arbitration or litigation ensued from any said Public Works Contract within the last ten (10) years as well as the result of such arbitration of litigation (i.e. whether the same was settled or resolved by trial and who prevailed between the bidder and the governmental agency involved):

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7. Please provide a history of similar projects you have completed, other than those listed in No. 2 above, including project name, owner (phone number), value of work performed, percentage completed:

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8. What is the last project of this nature that you have completed? Provide owner's name and phone.

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9. Have you ever failed to complete work awarded to you? If so, where and why?

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10. The following are named as three (3) corporations or individuals for which you have performed work and to which you refer:

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11. Have you personally inspected the proposed work and have you a complete plan for its performance?

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12. Will you sublet any part of this work? If so, give details:

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State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information be furnished.

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(Correct name of Bidder)

(a) The business is a \_\_\_\_\_

(b) The address of principal place of business is:

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(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

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(Bidder)

END OF SECTION 00440

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. **2017-08 for SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION IMPROVEMENTS.**
2. This sworn statement is submitted by \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and \_\_\_\_\_  
  
(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my  
(Please print name of individual signing)  
  
relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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

\_\_\_\_\_  
(Signature)

DATE:\_\_\_\_\_

STATE OF \_\_\_\_\_)  
\_\_\_\_\_) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this\_\_\_\_\_ day of  
\_\_\_\_\_, 2017 by\_\_\_\_\_,  
who is personally known to me or who has produced\_\_\_\_\_,  
as identification and who did (did not) take an oath.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)

\_\_\_\_\_  
(Title or Rank)

END OF SECTION

ACKNOWLEDGMENT OF CONFORMANCE  
WITH O.S.H.A. STANDARDS

TO OKEECHOBEE COUNTY:

We, \_\_\_\_\_, hereby acknowledge and  
(Prime Contractor)

agree that as CONTRACTORS for Okeechobee County SR15/ 700 (U.S. 441) AND SR 78 INTERSECTION BEAUTIFICATION IMPROVEMENTS, Okeechobee County Project No. 2017-08, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless Okeechobee County and Kimley Horn against any and all liability, claims, damages, losses and expenses they may incur due to the failure of

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE



BIDDER'S AFFIDAVIT IN COMPLIANCE WITH  
FLORIDA TRENCH SAFETY ACT (CHAPTER 553.60-553.64, FLORIDA STATUTES)

STATE OF FLORIDA )  
 )ss.

**County of Okeechobee** )

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who being duly sworn deposes and says as follows:

That he/she is duly authorized representative of \_\_\_\_\_ and such  
(Owner) (Partner) (President or other Corporate Officer)

has full authority to execute this Bidder's Affidavit.

1. The full legal name and business address of the person or entity submitting this bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. By submission of this bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R., s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
3. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
4. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Chapter 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below\*:

SR15/ 700 (U.S. 441) AND SR 78  
INTERSECTION BEAUTIFICATION

	Trench Safety Measure	Units of Measure	Unit Quantity	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	
B.	_____	_____	_____	_____	
C.	_____	_____	_____	_____	
D.	_____	_____	_____	_____	
TOTAL:					

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
NAME OF AFFIANT

SWORN to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

(Notary Seal)

My Commission expires: \_\_\_\_\_

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn statement/affidavit, his Bid may be declared non-responsive and rejected by Okeechobee County.

END OF SECTION

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

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 1893 or of any controlled substance law of the United State 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 a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

## REQUIREMENT VIII-B

### STANDARD HOLD HARMLESS AND INDEMNITY AGREEMENT FOR USE IN CONSTRUCTION CONTRACTS

This form may be used in contracts for new construction, alteration, repair, demolition, etc.

\_\_\_\_\_, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless Okeechobee County and its agents, employees and public officials from and against all suits, losses, claims, demands, judgements, liabilities and action, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of Okeechobee County, its agents, employees, and public officials excluding only the sole negligence Okeechobee County, its agent, employees, and public officials.

This provision shall also pertain to any claims brought against Okeechobee County, its agents, employees, and public officials by an employee of the named Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify Okeechobee County, its agents, employees and public officials under this provision shall be limited to \$1,000,000 or (\_\_\_\_ any other amount if otherwise agreed to by the parties) per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remuneration, the consideration of \$\_\_\_\_\_, the promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreeing to enter into this Hold Harmless and Indemnity Agreement.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Okeechobee County