

EXHIBIT "C"  
CONTRACT FORMS  
TABLE OF CONTENTS

| ITEM NO. | DESCRIPITON                     | PAGE NO. |
|----------|---------------------------------|----------|
| 1        | PERFORMANCE BONDS               |          |
| 2        | PAYMENT BONDS                   |          |
| 3        | NOTICE OF AWARD                 |          |
| 4        | NOTICE TO PROCEED               |          |
| 5        | CHANGE ORDER FORM               |          |
| 6        | CERTIFICATE OF OWNER'S ATTORNEY |          |
| 7        | NON-COLLUSION AFFIDAVIT         |          |
| 8        | PUBLIC ENTITY STATEMENT         |          |
| 9        | NON-SEGREGATED FACILITIES       |          |
| 10       | TRENCH SAFETY ACT               |          |
| 11       | DRUG-FREE WORKPLACE             |          |
| 12       | E-VERIFY                        |          |



**CITY OF FORT PIERCE**  
**Purchasing Division**  
 100 North U.S. Highway 1  
 P.O. Box 1480  
 Fort Pierce, Florida 34950-1480  
[www.cityoffortpierce.com](http://www.cityoffortpierce.com)

Office: (772) 467-3102

Fax: (772) 467-3848

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
 (Name of Contractor)

\_\_\_\_\_  
 (Address of Contractor)

a \_\_\_\_\_  
 (Corporation, Partnership, or Individual)

Hereinafter called Principal, and \_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

\_\_\_\_\_  
 City of Fort Pierce and the Fort Pierce Redevelopment Agency  
 (Name of Owner)

\_\_\_\_\_  
 100 North U.S. Highway 1, Fort Pierce, Florida 34950  
 (Address of Owner)

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ **2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services - Exterior Restoration of Old St. Anastasia, Bid No. 2023-037.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in \_\_\_\_\_  
(Number)

counterparts, each of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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

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

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

Title \_\_\_\_\_

(Corporate Seal)

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

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

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

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

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

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

(Corporate Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

**END OF SECTION**



**CITY OF FORT PIERCE**  
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Office: (772) 467-3102

Fax: (772) 467-3848

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
 (Name of Contractor)

\_\_\_\_\_  
 (Address of Contractor)

a \_\_\_\_\_  
 (Corporation, Partnership, or Individual)

Hereinafter called Principal, and \_\_\_\_\_  
 (Name of Surety)

\_\_\_\_\_  
 (Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
 City of Fort Pierce and the Fort Pierce Redevelopment Agency  
 (Name of Owner)

\_\_\_\_\_  
 100 North U.S. Highway 1, Fort Pierce, Florida 34950  
 (Address of Owner)

Hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ of \_\_\_\_\_ **2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services - Exterior Restoration of Old St. Anastasia, Bid No. 2023-037**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in \_\_\_\_\_ (Number) counterparts, each of which shall be deemed an original, this \_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Principal

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

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

(Type)

(Type)

(Corporate Seal)

Title \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
Surety

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

By \_\_\_\_\_  
Attorney-in-Fact

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

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

(Corporate Seal)

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

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

**END OF SECTION**



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

**FORT PIERCE**  
*Florida*

## **NOTICE OF AWARD**

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

**END OF SECTION**



THE SUNRISE CITY  
**FORT PIERCE**  
 PURCHASING  
 DEPARTMENT

**FORT PIERCE**  
*Florida*

**NOTICE TO PROCEED**

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

**To:** \_\_\_\_\_

**Notice to Proceed on Project: General Contractor Services – Exterior Restoration of Old St. Anastasia**

**Bid No.: 2023- 037**

**Cost of Project based on Unit Prices by Agreement: \$** \_\_\_\_\_

You are hereby notified to proceed with the Work on the subject Project on or before \_\_\_\_\_, 2023, and to obtain Substantial completion within 252 calendar days and Final completion within 282 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: \_\_\_\_\_, **202\_**.

OWNER:

CITY OF FT. PIERCE, FLORIDA  
 100 NORTH U.S. HIGHWAY 1  
 FT. PIERCE, FL 34950

BY:

\_\_\_\_\_  
 Nicholas C. Mimms, P.E., ICMA-CM  
 City Manager

**ACKNOWLEDGE RECEIPT OF NOTICE**

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

\_\_\_\_\_ Date

**END OF SECTION**



**CHANGE ORDER FORM**  
CITY OF FORT PIERCE

PROJECT: **General Contractor Services - Exterior Restoration of Old St. Anastasia, Bid No. 2023-037**

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

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: \_\_\_\_\_

CHANGE ORDER REQUESTED BY: City \_\_\_\_\_ Contractor \_\_\_\_\_

**THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:**

**CONTRACT AMOUNT AND CONTRACT TIME:**

Original CONTRACT AWARD AMOUNT \$ \_\_\_\_\_

Current CONTRACT AMOUNT ADJUSTED  
by Previous CHANGE ORDER(S) \$ \_\_\_\_\_

Net (Increase) (Decrease) of CONTRACT  
AMOUNT resulting from this CHANGE  
ORDER \$ \_\_\_\_\_

Current CONTRACT AMOUNT Including  
this CHANGE ORDER \$ \_\_\_\_\_

ORIGINAL CONTRACT TIME \_\_\_\_\_ Calendar Days

Current CONTRACT TIME ADJUSTED  
by Previous CHANGE ORDER \_\_\_\_\_ Calendar Days

Net (Increase) (Decrease) Resulting  
from this CHANGE ORDER \_\_\_\_\_ Calendar Days

Current CONTRACT COMPLETION DATE  
including this CHANGE ORDER \_\_\_\_\_

(Change Order No. \_\_\_\_\_, Page 1 of 2)

**CHANGES ORDERED:**

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

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

III. JUSTIFICATION:

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

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

\_\_\_\_\_

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

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

ACCEPTED BY:

Contractor: \_\_\_\_\_

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

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

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

APPROVED BY: City of Ft. Pierce

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

By: \_\_\_\_\_  
Signature & Title

**END OF CHANGE ORDER**



## CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: \_\_\_\_\_

I, the undersigned, \_\_\_\_\_  
(Name of Attorney)

the duly authorized and acting legal representative of \_\_\_\_\_

\_\_\_\_\_, do hereby certify as follows:  
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

**END OF SECTION**



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

My Commission expires: (Seal)

\_\_\_\_\_

**END OF SECTION**



**PUBLIC ENTITY AFFIDAVIT**  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid No. 2022-030 for \_\_\_\_\_  
\_\_\_\_\_.
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 \_\_\_\_\_ my relationship to the entity  
(please print name of individual signing)  
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 "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

**EXHIBIT "C"**

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

COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

NOTARY PUBLIC SEAL:

My commission expires: \_\_\_\_\_

**END OF SECTION**



## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: \_\_\_\_\_, 2023

Official Address  
(Including Zip Code):

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

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

**END OF SECTION**



# TRENCH SAFETY ACT COMPLIANCE STATEMENT

**BID NO. 2022-030**

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

**Certification:**

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

\_\_\_\_\_ Dollars  
(Written)

\_\_\_\_\_ Dollars  
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: \_\_\_\_\_  
(Company Contractor)

By: \_\_\_\_\_  
(President's Signature)

\_\_\_\_\_  
(President's Typed or Printed Name)

**Notarization:**

Sworn to and subscribed before me in \_\_\_\_\_ County, Florida on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public: \_\_\_\_\_ (affix seal) My Commission Expires: \_\_\_\_\_

**END OF SECTION**



## DRUG-FREE WORK PLACE 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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace thorough implementation of this section.

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**END OF SECTION**



**E-VERIFY**  
FORT PIERCE, FLORIDA

**PROJECT: GENERAL CONDITION B RECONSTRUCTION**

**Bid No.: 2023-037**

**Project Description:** General Contractor Services to restore the exterior of an existing three-story building called Old St. Anastasia.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: \_\_\_\_\_

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

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

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

**END OF SECTION**