

## CONTRACTOR APPROVAL APPLICATION

The completion and submittal of this Application and its Exhibits will provide basic information about the Contractor to the District Engineer so that the District Engineer, in the District Engineer's sole discretion, can determine whether the Contractor satisfies the District's basic requirements to perform construction work within the District's right of ways. Any Contractor approved to perform work in the District's right of ways must satisfy, in all cases, the District's rules, regulations, guidelines, requirements and specifications, as outlined in Florida law, the District's permits with other government agencies, the District's Access (Driveway Permitting) Standards Handbook, and in the District's other written documentation and as prescribed by the District Engineer. Once a Contractor is approved by the District Engineer, the Contractor will be required to enter into an agreement ("Agreement") with the District before the Contractor can construct any right of way improvements within the District's right of way for the District or for a subdivision lot owner in the District who is constructing improvements, such as driveway connection improvements, in the District's right of way. The District reserves the right, through the District Engineer, in the District's sole discretion, to approve or to reject the Application of any Contractor to perform construction work within the District's right of ways.

As a prerequisite to the District Engineer considering the Application of a Contractor to perform construction work within the District's right of ways, the Contractor must complete all of the blanks in the questionnaire below and in the Exhibits referenced below and must sign all of the documentation in the presence of a notary public where required. Where additional space is needed to fully respond to a question, additional pages can be used and should be labeled to correspond to the appropriate question. All responses should be as complete as possible.

Once the Application is completed, it can be returned to the District Engineer at the following address: R.M.E.C., LLC, Attn: Ronald M. Edenfield, 2223 McGregor Boulevard, Fort Myers, FL 33901. The Application can also be submitted electronically to the District Engineer at the following electronic mail address: [ron@rmec-llc.com](mailto:ron@rmec-llc.com).

The District reserves the right, in the District's sole discretion, to accept or reject any Application of any Contractor and to only select Contractors who, in the sole opinion of the District, is in the best interest of the District.

The District reserves the authority, in the District's sole discretion, to request additional information from the Contractor.

After a Contractor is approved by the District Engineer to perform work within the District's right of ways, the approved Contractor will be required to enter into an agreement ("Agreement") with the District.

**CONTRACTOR RESPONSE**

Please respond to the following items as thoroughly as possible. Additional pages can be used if necessary to provide a complete response.

1. Name and contact information of Contractor:

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

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

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_

2. Please provide an overview of the Contractor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. Please provide a description of the Contractor's past related work performance and experience and the Contractor's familiarity with the construction of right of way improvements, including access driveway improvements, which meet the District's right of way improvement standards and guidelines.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

4. Please describe the Contractor's knowledge of road construction standards and national, state, and local government road construction criteria, including the District's road construction criteria, that will be applicable to the construction of improvements within the District's right of ways, including driveway access connection improvements.

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5. Please describe the suitability of the Contractor's equipment and staff to perform construction work within the District's right of ways either for the District or for separate lot owners in the District.

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6. Please describe the Contractor's ability, willingness and process that will be used to provide periodic reports to the District on the status of construction work within the District's right of ways.

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7. Please describe any disciplinary actions or lawsuits that have been instituted or proposed against the Contractor. The description needs to include a final or expected outcome of any pending disciplinary matters or lawsuits against the Contractor or its principals.

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\_\_\_\_\_ .  
8. Please describe the Contractor's current liability limits for general commercial liability insurance coverage, workers' compensation coverage and vehicle insurance coverage. Also, please provide the name of the insurance carrier(s).

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\_\_\_\_\_  
\_\_\_\_\_ .

9. Please describe the Contractor's bonding capacity, including the name of the bonding agency, for performance bonds and payment bonds that may be required by the District as a prerequisite to performing construction within the District's right of ways.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ .

10. Please describe any instances where the Contractor has had a claim against a bond for non-performance or non-payment.

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\_\_\_\_\_  
\_\_\_\_\_ .

11. Please describe whether the Contractor has ever been refused approval to perform construction work by any federal, state, or other government agency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ .

12. Please provide a list of the last five (5) contracts entered into with government agencies or private entities/owners for the construction of right of way improvements, including

access driveways connecting to roadways. The list must include the following information for each of the last five (5) contracts:

- a) Names of contracting parties;
- b) Name, address, telephone number and email address of the contact person for the contracting party, the date of contract, and the general scope of work provided;
- c) Any other relevant information concerning the work performed.

13. Please provide a list of no less than three (3) and preferably five (5) references. Each listed reference must include the following information:

- a) Name of reference;
- b) Name of contact person for the reference;
- c) Telephone number of the contact person for the reference;
- d) Address of the contact person for the reference;
- e) Electronic mail address of the contact person for the reference;
- f) Facsimile number of the contact person for the reference.

14. Please provide the name, address, telephone number, and electronic mail address of the party to whom the most comparable right of way improvement work has been provided, especially for access driveways connecting to roadways.

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15. If requested by the District, the Contractor may be required to provide, in writing, a description of the Contractor's financial qualifications to perform the right of way improvements within the District's right of ways. At a minimum, the written statement of financial qualifications, if requested by the District, may be required to include the following information:

- a) Quarterly Financial Statements for the last four quarters of the Contractor;
- b) The most recent Annual Financial Statement for the Contractor; and/or,

- c) A credit report prepared within sixty (60) days of submission of the written statement of financial qualifications demonstrating the financial viability of the Contractor. Such report must be provided by a reputable, independent credit reporting agency and may be sealed in an envelope that will be opened only by the District.
16. Every Contractor must provide a narrative statement as Exhibit A which provides the District with an overview of the method and procedure the Contractor will use to construct the right of way improvements within the District's right ways that will satisfy the District's requirements, including the District's requirements as described in the District's Handbook and as described by the District's Engineer.
  17. A Contractor can include in their response, as Exhibit B, pictures of prior right of way improvements the Contractor has performed including access driveways connecting to roadways, which are similar to the right of way improvements the Contractor may construct within the District's right of ways.
  18. The Contractor may include in their response, as Exhibit C, any additional information over and above the specific information requested herein which the Contractor believes may assist the District in the District's approval process.
  19. The Contractor must complete, sign, and have notarized, the Public Entity Crime Affidavit attached hereto as Exhibit D.
  20. The Contractor must sign and have notarized the Affirmations Statement attached hereto as Exhibit E.

**EXHIBIT A**  
**NARRATIVE STATEMENT**

**EXHIBIT B**  
**PICTURES OF RIGHT OF WAY WORK (OPTIONAL)**



**EXHIBIT C**  
**ADDITIONAL INFORMATION (OPTIONAL)**

**EXHIBIT D  
PUBLIC ENTITY CRIME AFFIDAVIT**

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

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

1. This sworn statement is submitted to the San Carlos Estates Water Control District, by:

\_\_\_\_\_

(Printed individual's name and title)

\_\_\_\_\_

(Print name of entity submitting sworn statement)

whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in §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 any 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.
3. I understand that "convicted" or "conviction" as defined in §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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in §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.

6. 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 one of the following statements 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 within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

\_\_\_\_\_ 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 within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

\_\_\_\_\_ 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 within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the District identified in Paragraph One above is for the District only, and that this form is valid through December 31 of the calendar year in which it is filed.

\_\_\_\_\_  
Affiant Signature  
Print name: \_\_\_\_\_

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

The foregoing instrument was subscribed and acknowledged before me by physical presence by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (Responder), a \_\_\_\_\_ entity, on behalf of \_\_\_\_\_ (Responder) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NOTARY SEAL

## **Exhibit E**

### **Affirmations Statement**

- 1) Neither the Contractor, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by San Carlos Estates Water Control District (“District”) for this Application, and further, no District official or employee is directly interested in the outcome of this matter. This Application is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other person, firm, or corporation, to put in a sham Application, or to have any other person, firm or corporation refrain from making an Application to the District to perform construction work in the District’s right of ways. Further, the Contractor has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm, or corporation to secure any advantage against the District or any person, firm, or corporation.
- 2) The below signed Contractor agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The Contractor further agrees to hold harmless, defend and indemnify the District and its agents from any losses, including attorney’s fees, incurred as a result of the Contractor’s failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this Application are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
- 4) The Contractor represents that the Contractor has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the District’s standards, regulations and requirements for the performance of right of way improvements work within the District’s right of ways, and has familiarized itself with the local conditions, and the state and local laws, ordinances, rules and regulations, which are applicable to the District’s right of ways or which may in any manner affect performance of the Contractor’s work within the District’s right of ways.
- 5) The Contractor shall comply with all requirements, stipulations, terms, and conditions as stated by the District, in the District’s sole discretion, through the District engineer and as otherwise stated in the District’s standards, regulations and requirements for the performance of right of way improvements work within the District’s right of ways.
- 6) The Contractor currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the performance of work within the District’s right of ways.
- 7) The Affiant named below is officially authorized to represent the Contractor in whose name the Application is submitted.
- 8) The undersigned hereby agrees to abide by all of the terms and conditions of the Agreement between the Contractor and the District for the Contractor’s performance of work within the District’s right of ways.

- 9) The Contractor hereby warrants that the Contractor has all required licenses, if any, to perform the construction of right of way improvements within the District's right of ways and that such licenses will be in full force and effect throughout the duration of the performance of work within the District's right of ways.
- 10) The Contractor hereby warrants that all services to be provided either directly to the District or to a third party within the District's right of ways, including driveway access connection improvements, shall be completed in a timely fashion pursuant to the Agreement with the District executed by the Contractor. The Contractor further agrees that time is of the essence to the performance of their construction work within the District's right of ways.
- 11) The Contractor agrees that if requested by the District, the Contractor shall furnish additional information, references, financial statements, and other information for the District to sufficiently evaluate the Contractor's Application and the Contractor's ability to perform construction of right of way improvements within the District's right of ways pursuant to the District's standards and requirements as described in the District's written documentation, including the Access Standards Handbook and as required by the District's Engineer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Electronic Mail Address

\_\_\_\_\_  
Occupational License Number

\_\_\_\_\_  
EIN

**STATE OF FLORIDA**  
**COUNTY OF**

\_\_\_\_\_

The foregoing instrument was subscribed and acknowledged before me by physical presence by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (Contractor), a \_\_\_\_\_ entity, on behalf of \_\_\_\_\_ (Contractor) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NOTARY SEAL