

CONTRACT NO.2024-17
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

This Contract No. 2024-17 Professional Architectural and Engineering Services for the City of North Port Public Safety Training Complex (“Contract”) is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida, (“City”) and JL2 Architecture, LLC., a Florida Profit corporation registered to conduct business in the State of Florida, whose principal place of business is 1678 Kingston Road, Longwood, FL, 32750 (“Consultant”).

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. CONSULTANT’S SERVICES; TERM

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Architectural and Engineering Services for the City of North Port Public Safety Training Complex as identified in the Request for Proposal (“RFP”) No. 2024-17 and Consultant’s proposal submitted February 13, 2024. The overall Scope of Services is described in the attached Exhibit A (“Scope of Services”) with detailed tasks and associated fees as described in the Fee Schedule as attached Exhibit B (“Fee Schedule”).
- B. This Contract must commence immediately upon the date of execution of this Contract by both the City and Consultant (“Effective Date”) and upon Consultant’s receipt of a written Notice to Proceed from the Project Manager and must continue through the completion of the project as described in the Project Schedule for Phase I as attached in Exhibit C (“Project Schedule”). The expected completion dates for all other phases will be established by amendments to this Contract.

2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES

A. COMPENSATION

- (1) Consultant must perform the Scope of Services, for pre-construction and construction services in the amount of SIXTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$69,920.00). This fee includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract. The fee must conform with the Fee Schedule
- (2) A claim for reimbursement for these expenses must not be made to the City.
 - a. Travel related expenses and costs including labor.
 - b. Four (4) sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, fax, copies, printing, and postage.

d. Subcontractor/subconsultant mark-up.

- (3) The City's performance and obligation to pay under this Contract are contingent upon an appropriation by the City Commission.
- (4) The Consultant certifies, represents, and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement are accurate, complete, and current at the time of entering this Agreement. The original compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CMAR's execution of this Agreement is its truth-in-negotiation certification to and acknowledgement of the above, as required by Florida Statutes Section 287.055(5)(a), as may be amended from time to time, as applicable.

B. METHOD OF PAYMENT

- (1) The City pays Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Consultant must submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
- (2) For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- (3) Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.
- (4) Payment due dates, late payments, and interest will be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq*.

3. INDEMNITY

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**

- B. FURTHER, THE CONSULTANT MUST FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the consultant may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any work, Consultant must procure and maintain, during the life of the Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent."

No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

- (1) Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
- (2) Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

- (3) Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$1,000,000 per person; \$1,000,000 per accident; and \$1,000,000 property damage, with contractual liability coverage for all work performed under this Contract.
- (4) Professional Liability Insurance: Minimum \$2,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage must be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy precedes the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. WAIVER OF SUBROGATION

All required insurance policies (except professional liability) are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any sub-consultants, agree 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 for which the Consultant or its agents may be responsible.

C. POLICY FORM

- (1) All policies required by this Contract, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, and employees, as additional insureds as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements in this Contract must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant 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.

- (2) Insurance requirements itemized in this Contract and required of Consultant, must be provided by or on behalf of all sub-consultants to cover their operations performed under this Contract. Consultant must be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- (3) Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Consultant is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
- (4) The City must retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) **The procuring of required policies of insurance must not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of CONSULTANT'S liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
- (6) Consultant must be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and must 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. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- (7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704, or equivalent). 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 must be received by the City's Purchasing Office before Consultant will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.

(8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. Consultant must be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.
 - B. If Consultant is comprised of more than one legal entity, each entity must be jointly and severally liable.
 - C. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Contract.
 - D. Consultant must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees must be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
 - E. Consultant must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Consultant must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
 - F. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services.
6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Consultant must comply with all public records laws, and must specifically:

- A. Keep and maintain public records required by the City to perform the service.
- (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
- (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
- (2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor/subconsultant invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract term and, if Consultant does not transfer the records to the City following completion of this Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of this Contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of this Contract, Consultant must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of this Contract, Consultant must meet all applicable requirements for retaining public records.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov.**

7. OWNERSHIP AND USE OF WORK PRODUCT

- A. It is understood and agreed that the Consultant must deliver to the City the Consultant's work product, including reports and other documents and data developed in connection with its services; this work product will become the City's property upon receipt. The Consultant hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The Consultant may not use any of the work product on any non-City project unless the City agrees in writing. The City's reuse of the work product on other projects will be at the City's risk.
- C. The City records all land related changes and/or activities in its corporate based Geographic Information System (GIS). The Consultant must provide the City at no additional cost all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of each project, as a project deliverable for inclusion into the City's GIS. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards as provided in writing by the Administrative Agent.
- D. Computer systems and databases used for providing the documents necessary to this Contract must be compatible with existing City systems. The Administrative Agent will advise the Consultant of the systems and databases in writing or in the Notice to Proceed, and upon any changes thereafter.

8. CONSULTANT PERFORMANCE

- A. The timely performance and completion of the required services is vitally important. Consultant must assign an Administrative Agent, together with such other personnel as are necessary for timely delivery of services pursuant to the requirements of this Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant's key personnel must receive the City's Administrative Agent's written approval before any changes or substitution can become effective.
- B. The services to be rendered by Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- C. Consultant specifically agrees that all work performed under the terms and conditions of this Contract must be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.
- D. Consultant agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City must be advised at the City's request, and in writing, as to the status of work to be performed by Consultant.

- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City must not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

9. CITY OBLIGATIONS

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. The responsibility of the City's Administrative Agent will include:
 - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - (2) Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
 - (3) Review for approval or rejection all Consultant's documents and payment requests.
- B. The City will, upon request, furnish Consultant with all existing data, plans, studies, and other information in the City's possession which may be useful in connection with the work of this Project, all of which must be and remain the property of the City and must be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent will conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of additional City personnel to assist Consultant will be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City must not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

10. TERMINATION

- A. City's Termination With or Without Cause. The City Manager or designee may terminate any Work and this Contract, or both, with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
 - (1) The City may effectuate termination by delivering to the Consultant a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the

extent to which performance of the Work is terminated and the date upon which the termination becomes effective.

- (2) Except as otherwise directed in the notice, the Consultant must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
 - (3) The Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services.
 - (4) The City will pay the Consultant for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to make any payment to the Consultant for terminated Work that has not been performed or that is performed after delivery of the notice of termination.
- B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability must arise, if a request for such appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, any commissioner, officer, employee, director, member or other natural person or agent of City must not have any personal liability in connection with the breach of the provisions of this section or in the event of a default by City under this section. This Contract must not constitute an indebtedness of City, or an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will pay any outstanding invoices for work completed by the Consultant prior to such termination.
- C. Termination for Abandonment. If the Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating the intention to do so. The written notice must state the evidence indicating the Consultant's abandonment.
- D. Termination for Non-Civility. The Consultant agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the

Consultant's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.

- E. Consultant's Termination. The Consultant may terminate this Contract only in the event the City fails to pay the Consultant's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the Consultant is in breach of this Contract, the City must provide written notice of the breach and the Consultant will have ten (10) calendar days to cure, calculated from the date the Consultant receives the notice. If the Consultant fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate this Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Consultant due to:
 - (1) The quality of a portion or all the Consultant's Work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the Consultant's Work not being as represented in the Consultant's payment request, or otherwise;
 - (3) The Consultant's rate of progress is, in the City's reasonable opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;
 - (4) The Consultant's failure to pay the Consultant's project related obligations, including but not limited to subcontractors, subconsultants, laborers, materialmen, equipment, and other suppliers;
 - (5) Claims made, or likely to be made, against the City or its property;
 - (6) Loss caused by the Consultant;
 - (7) The Consultant's failure or refusal to perform any of its obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
 - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.

- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Consultant will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. E-Verify Violation.
- (1) If the City has a good faith belief that the Consultant has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
 - (2) If the City has a good faith belief that a subcontractor/subconsultant has knowingly violated Florida Statutes Section 448.09(1), but the Consultant has otherwise complied, then the City must without delay notify the Consultant and order the Consultant to immediately terminate its contract with the subcontractor/subconsultant.
 - (3) The Consultant must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- J. Remedies. In the event of a default or breach of this Contract terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

- A. The relationship between the Consultant and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Consultant retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
- B. The Consultant is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Consultant must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

12. WAIVER

Any delay or failure to enforce any breach of this Contract by either City or Consultant must not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

13. NO HIRE

CONSULTANT must not hire any City employee associated with this project throughout the duration of this Contract and for a period of one (1) year after completion.

14. NOTICES

Except as specified elsewhere in this Contract, all notices provided for in this Contract must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

THE CITY'S ADMINISTRATIVE AGENT:

Kim Humphrey, Project Manager
City of North Port Public Works
1100 North Chamberlain Blvd.
North Port, FL 34286
TEL: 941.240.8093
Email: khumphrey@northportfl.gov

WITH COPIES OF NOTICES TO:

City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@northportfl.gov

CONSULTANT'S REPRESENTATIVE:

Contact name: Johnnie D. Lohrum, Jr.
Company name: JL2 Architecture, LLC
Street address: 1678 Kingston Road, Longwood, FL 32750
TEL: 407.340.2879
EMAIL: jlohrum@jl2architecture.com

15. CONFLICTS

In the event of any conflict between the provisions of this Contract and RFP No. 2024-17 or Consultant's response, which are made a part hereof by reference, this Contract must control.

16. E-VERIFY SYSTEM: Upon entering into this Contract, the Consultant must be registered with and must continue during the term of this Contract to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant must maintain a copy of such affidavit for the duration of the contract.

17. SCRUTINIZED COMPANIES

A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provided by the City, that all of the following are true:

(1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

(2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

(3) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

(1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of this Contract terms and the City may terminate the Contract.

(2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

(3) A person or entity that has been found to have provided a false certification must be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

18. FORCE MAJUERE

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract must be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance must not be excused under this section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this section.

19. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract must be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and must inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained in this Contract must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that any provision contained in this Contract, or any acts of the Parties must not be deemed to create any relationship between them other than that as detailed herein.
- E. Severability. If any court holds that any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, contracts, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing City's financial obligations under this Contract must require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all contract amendments on behalf of City that do not change City's financial obligations under this Contract.

- I. Assignment. The Consultant must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Consultant must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

19. ATTACHMENTS AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS

The following attachments and supplemental documents are attached and incorporated fully as part of this Contract. The City has the right to incorporate all of the following additional attachments and supplemental terms and conditions in any Work Assignment, and as amended by the Federal Emergency Management Agency.

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT B – FEE SCHEDULE

ATTACHMENT C – SCHEDULE

ATTACHMENT 1.1 – GENERAL INSURANCE - Required in Section 4 of this Contract.

ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE – Required in Section 4 of this Contract.

ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE

ATTACHMENT 1.4 – BUILDER'S RISK

ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE

ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, AND RELEASE – Required in Section 3 of this Contract.

ATTACHMENT 3 – FEMA PROVISIONS

ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE

ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING

ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

ATTACHMENT 7 – CONFLICT OF INTEREST FORM

ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION

ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM

ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM

ATTACHMENT 12 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS

ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND

ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

ATTACHMENT 16 - CONTRACT CHANGES

ATTACHMENT 17 – SANCTIONS AND PENALTIES

ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

ATTACHMENT 19 – BUILD AMERICA BUY AMERICA ACT

IN WITNESS WHEREOF, the parties have executed this Contract on the date provided.

CONSULTANT
JL2 ARCHITECTURE, LLC

By: [Signature] (Signature)
President (Title)

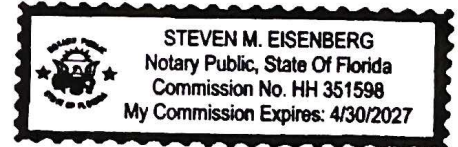
SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15th day of November 2024, by Johnnie Lohrum (name) as President (title) for JL2 Architecture LLC (entity).

[Signature]
Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced Florida Driver's Lic.



Approved by the City Commission of the City of North Port, Florida on _____,
2024.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

EXHIBIT A TO CONTRACT NO. 2024-17

SCOPE OF SERVICES

The complete scope including Programming & Planning, Needs Assessment, Schematic Design, Design Development, Construction Documents and Construction Administration, in two phases. **JL2 ARCHITECTURE, LLC** have listed scope and services required to complete Phase One services, including Programming & Planning and the Needs Assessment. The project may consist of, but is not limited to, a new one-story training office building, classrooms, indoor gun range, vehicle storage, onsite simulation house, driving pad, urban search and rescue props, bulk storage and emergency medical services training laboratory. The scope of work and compensation for the project is based on the RFP document No. 2024-17, a scoping meeting held virtually with the City of North Port on April 10, 2024, and described below:

I. Description of Project Scope Items included:

A. Below is a detailed breakdown of the proposed design scope of work:

1. Staffing Analysis
2. Needs Assessment/Programming (10-, 20- & 30-year milestones)
3. Site Analysis
 - Ecological assessment
 - High level utility evaluation
 - List of permitting requirements & timelines
 - Arboreal Assessment
4. Surveying
 - Tree
 - Wetland
 - Topographic
 - Boundary
5. Site Master Planning
6. Architectural / Structural / MEPF & Security Systems Narratives
7. Adjacency Diagrams
8. Conceptual Floor Plans

II. Design Disciplines included:

A. Design services for the project include the following disciplines:

1. Architectural / j12 Architecture
2. Civil, Landscape, Environmental & Surveying / AM Engineering
3. MEPF, Security / OCI Engineering
4. Structural Engineering / BBM Structural
5. Public Safety Planning / MWL Architects

III. JL2 ARCHITECTURE, LLC understand that the final schedule is yet to be determined and will be finalized by the City. JL2 ARCHITECTURE, LLC have listed below a draft schedule for the JL2 ARCHITECTURE, LLC team's scope of work. Description of Design Phases and Draft Milestone Schedule included (billing will occur monthly & be based on the percentage of work performed at that time):

A. Phases and Deliverables for this proposal include:

1. Draft Planning Report—**90 days**
**includes a document page turn for City review of documents.*
**includes 14 days for City review/comments*
2. Final Planning Report—**30 days**

IV. Design Services Exclusions & Clarifications:

A. Items not listed in the Scope of Work and Design Services above & listed below are not included in this proposal:

1. Phase One environmental report not included.
2. Archeological site evaluation is not included.
3. Totals include all printing and other expenses required to complete the scope of work listed above.
4. All documents other than one's required for jurisdictional permitting will be submitted to the City electronically.
5. Project is being constructed by the City's selected Construction Manager.
6. Project will not pursue sustainable certification of any kind.

V. Compensation for Architectural / Engineering Services:

For the scope listed above, we propose a fixed lump sum fee of \$69,920.00 (Sixty-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents). **See Exhibit A for hourly breakdowns.*

1. Draft Report—**90%**
2. Final Report—**10%**

EXHIBIT "B" TO CONTRACT NO. 2024-17

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR
THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

FEE SCHEDULE

| North Port--Public Safety Training Facility--Fee/Hourly Breakdown--EXHIBIT A | | | | | | | | |
|--|-----------|-----------------|--------------------|----------|--------------|----------------|------------------|--------|
| ARCHITECTURAL | | | | | | | | |
| November 18, 2024 | | | | | | | | |
| | 250 | 190 | 170 | 130 | 110 | 170 | 160 | 95 |
| | Principal | Proj Manager | Proj. Architect | Designer | BIM Tech. | Spec Writer | Const. Admin. | Admin. |
| Conceptual Planning | | | | | | | | |
| Document collection & review | | 4 | 4 | | | | | 2 |
| Administrative | | 4 | | | | | | 2 |
| Review site conditions | | 2 | 2 | | | | | |
| Code Analysis | | | | | 4 | | | |
| Interviews with staff | | 8 | | | | | | |
| City Design Meetings | | 18 | | | | | | |
| Staffing analysis | | 8 | | | | | | |
| Programming | | | 8 | 8 | | | | |
| Review city standards, requirements | | 4 | | | | | | |
| Team coordination | | 8 | 4 | | | | | |
| Survey coordination | | 2 | | | | | | |
| Master planning | | 8 | 8 | | | | | |
| Prepare adjacency diagrams | | 2 | 4 | 8 | 8 | | | |
| Conceptual floor plan preparation | | 8 | 8 | 8 | 16 | | | |
| Prepare due diligence draft planning report | | 8 | 4 | | | | | |
| Respond to City comments | | 4 | 4 | | | | | 4 |
| Prepare final planning report | | 4 | 4 | | | | | 4 |
| Subtotal hours | 0 | 92 | 50 | 24 | 28 | 0 | 0 | 12 |
| Subtotal fees | 0 | 17480 | 8500 | 3120 | 3080 | 0 | 0 | 1140 |
| ARCHITECTURAL TOTAL FEES | | | | | | | | |
| | | | | | | | | |
| Civil / Env. / Landscape / Irrigation / Surveying | | | | | | | | |
| Site package(See attached breakdown) | | | | | | | | 36,600 |
| TOTAL PROJECT FEES | | | | | | | | |
| | | | | | | | | 60,920 |

| North Port—Public Safety Training Facility—Fee/Hourly Breakdown—EXHIBIT A | | | | | | | | | | | |
|---|-------|------|---------|-------|---------|------|--------|------|------|--------|--------------|
| CIVIL / ENVIRONMENTAL / SURVEYING | | | | | | | | | | | |
| June 1, 2024 | | | | | | | | | | | |
| | 250 | 190 | 170 | 130 | 110 | 170 | 160 | 95 | 100 | 90 | 75 |
| | Field | Sr. | Sr. | Prin. | Sr. Pr. | Pr. | Design | Sr. | Cad | Admin. | Tech. |
| | Crew | Eco. | Scient. | Eng. | Eng. | Eng. | Eng. | Cad | Des. | | Sec. |
| Conceptual Planning | | | | | | | | | | | |
| Boundary, Topo & Tree Survey | 30 | | | 8 | 16 | | | 24 | | 7 | 10 |
| Ecological Assessment | | 4 | 8 | | | 12 | 4 | 8 | | | |
| Arboreal Report | | 8 | | | | | | 16 | | | |
| Feasibility Analysis | | | | 25 | | 32 | | 24 | 16 | 8 | 10 |
| Subtotal hours | 30 | 12 | 8 | 33 | 16 | 44 | 4 | 72 | 16 | 15 | 20 |
| Subtotal fees | 7500 | 2280 | 1360 | 4290 | 1760 | 7480 | 640 | 6840 | 1600 | 1350 | 1500 |
| TOTAL FEES | | | | | | | | | | | 36600 |

EXHIBIT "C" TO CONTRACT NO. 2024-17

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

PROJECT SCHEDULE



JL2 ARCHITECTURE, LLC understands that the final schedule is yet to be determined and will be finalized by the City. JL2 ARCHITECTURE, LLC have listed below a draft schedule for the JL2 ARCHITECTURE, LLC team’s scope of work. Description of Design Phases and Draft Milestone Schedule included (billing will occur monthly & be based on the percentage of work performed at that time):

- A. Phases and Deliverables for this proposal include:
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**includes a document page turn for City review of documents.*
**includes 14 days for City review/comments*
 2. Final Planning Report—**30 days**

ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING

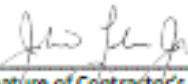
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Representative
Johnnie Lohrum Jr.

Name
President

Title
February 13, 2024

Date

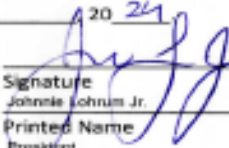
ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:
Johanne Lohrum Jr. who, being first duly sworn, deposes and says

that:


1. Affiant is the President [insert Owner, Partner, Officer, Representative or Agent] of J2 Architecture, LLC, [insert name of Contractor] the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on Feb 9 2024

Signature
Johanne Lohrum Jr.
Printed Name
President
Title

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9th day of February 2024, by Johanne Lohrum Jr.


Notary Public
Personally Known OR Produced Identification
Type of Identification Produced _____



Solo Page

PROTECT & SERVE

ATTACHMENT 7 – CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. [Select and complete all that apply]:

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

Identify the position and/or board: _____

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

Identify the name of the spouse or child: _____

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member

None of the Above

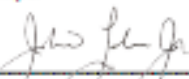
PART II: Will you request an advisory board member waiver?

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

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

N/A

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



Signature of Person Authorized to Bind the Contractor
Johnnie Lohrum Jr.

Printed Name
President

Title
February 13, 2024

Date

PROTECT & SERVE

ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Johnnie Lohrum Jr., being an authorized representative of the Contractor,
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: 407.340.2879 Fax #: _____

Federal ID #: 92-1188022 Email: jlohrum@jj2architecture.com

[Signature]
Signature of Contractor's Authorized Representative
Johnnie Lohrum Jr., President
Name and Title of Contractor's Authorized Representative
2/9/2024
Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Seaside

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9th day of February 2024, by Johnnie Lohrum Jr.

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



Solo Page

PROTECT & SERVE

ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM

DRUG FREE WORKPLACE FORM

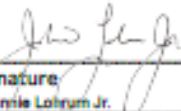
The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, J2 Architecture, LLC (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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
Johnnie Lohrum Jr.

Printed Name
President

Title
February 13, 2024

Date

PROTECT & SERVE

ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: J2 Architecture, LLC
Authorized Representative Name and Title: Johnnie Lohrum Jr., President
Address: 1578 Kingston Road City: Longwood State: FL ZIP: 32750
Phone Number: 407.340.2879 Email Address: Johnnie@j2architecture.com

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

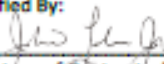
A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the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

CHOOSE ONE OF THE FOLLOWING

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

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

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

Certified By: 
Signature of Contractor's Authorized Representative
Johnnie Lohrum Jr.
Name
President
Title
February 13, 2024
Date

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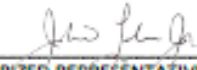
ATTACHMENT 12 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

VENDOR: jj2 Architecture, LLC (Vendor's Company Name)

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Johnnie Lohrum Jr., President

Date Certified: February 13, 2024

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