PURCHASE REQUISITION NBR: 0000056944

STATUS: PURCHASING AGENT

REQUISITION BY: CHERYL GREINER
REASON: WORK ASSIGNMENT 2024-8FM HIGHLAND RIDGE PARK
DATE: 12/28/23

SHIP TO LOCATION: PARKS & REC MAINTENANCE
SUGGESTED VENDOR: 4916 HALFACRE CONSTRUCTION CO
DELIVER BY DATE: 3/31/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HURRICANE IAN DAMAGE REPAIRS GMP SERVICES COMMODITY: MANAGMENT SERVICES SUBCOMMOD: CONSTRUCTION MGMT SERV	5000.00	$$	1.0000	5000.00	

REQUISITION TOTAL: 5000.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00130385724603	REPAIR & MAINTENANCE VEHICLES & EQUIPMENT	IAN22 HURRICANE IAN 2022-09	100.00	5000.00
					5000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

EVER-WKAS
WA 2024-08FM; 2023-17

PURCHASING DEPARTMENT
VENDOR TRACKING
Prior PO Total: $0
New PO Total: $5,000.00
YTD Dept Exp (Incl): $18,000.00
YTD CW Exp (Incl): $18,000.00

CITY OF NORTH PORT

Purchasing Division
4970 CITY HALL BLVD.
NORTH PORT, FL 34286
(941) 429-7170 (941) 429-7173

PAGE: 1
P.O. NO.: 050558
DATE: 01/08/24

** PURCHASE ORDER: RLI **

TO: HALFACRE CONSTRUCTION CO
7015 PROFESSIONAL PARKWAY
SARASOTA, FL 34240

SHIP TO: CITY OF NORTH PORT
PARKS & RECREATION DEP
5455 PAN AMERICAN BLVD
NORTH PORT, FL 34287

SUBMIT INVOICE TO: CITY OF NORTH PORT
ATTN: FINANCE DEPARTMENT
4970 CITY HALL BOULEVARD
NORTH PORT, FLORIDA 34286

VENDOR NO.
4916

DELIVER BY	FLORIDA SALES TAX EXEMPTION NUMBER	F.O.B.	TERMS
03/31/24	85-8013281465C-1		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
WA 2024-08FM; 2023-17	BERNICE MOEN	CHERYL GREINER

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		001-3038-572.46-03	IAN22	56944	12/28/23

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	5000.00	$$	HURRICANE IAN DAMAGE REPAIRS GMP SERVICES	1.0000	5000.00
			SUB-TOTAL		5000.00
			TOTAL		5000.00

REMARKS:
E-VERIFY SYSTEM: CONTRACTOR MUST PROVIDE THE PURCHASING DIVISION A VENDOR'S CERTIFICATION OF COMPLIANCE STATING THE CONTRACTOR AND EACH SUBCONTRACTOR MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM OF THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEW EMPLOYEES AS REQUIRED BY SECTION 448.095, FLORIDA STATUTES.
****

THIS PO IS BEING ISSUED AS THE RESULT OF AN APPROVED WORK ASSIGNMENT TO A CONTINUING CONTRACT. THE TERMS AND CONDITIONS OF THE ORIGINAL COMMISSION APPROVED AGREEMENT APPLY.

AUTHORIZED BY Ginny Duyn
PURCHASING MANAGER

NPPO

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
5. All materials must be shipped F.O.B. Destination. Buyer will not pay freight or express charges, except by previous agreement. Wherein a specific purchase is negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to the invoice. Delivery must actually be made within the time stated on the Purchase Order. Buyer reserves the right to route all shipments on this order. Delays in shipment shall be immediately reported by Vendor to Buyer. Buyer reserves the right to cancel this order and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between the hours of _____ A.M. and _____ P.M., Monday through Friday, excluding holidays unless otherwise stated. In case of default by Vendor, Buyer may procure the articles or services covered by this order from other sources and hold the Vendor responsible for any excess expense.
6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
7. Inspection and acceptance of commodities shall be as follows:
(a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional).
(b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
(c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
17. Any dispute regarding this Purchase Order shall be governed by Florida law.
18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.

To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.

In the event of a claim, the Buyer shall promptly notify the Vendor 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 following address:

_____

_____

_____

Such notification may also be provided by fax transmission to the following fax number:

_____

The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.
23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov

WORK ASSIGNMENT

CONSULTANT Halfacre Construction Company

CONTINUING CONTRACT NO. & TITLE Construction Manager at Risk No. 2023-17.002

THIS WORK ASSIGNMENT

WORK ASSIGNMENT # 2024-8FM 2024-08FM

SHORT TITLE Hurricane Ian Damage Repairs - Highland Ridge Park

DATE SUBMITTED 12/11/2023

AMOUNT (LUMP SUM) $5,000.00

SCHEDULED COMPLETION GMP 30 days from date of PO

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20 24

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS $13,000.00

THIS WORK ASSIGNMENT $5,000.00

TOTAL WORK ASSIGNMENTS $18,000.00

ACCOUNT NO/PROJECT NO 001-3038-572-46-03/IAN22

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this work assignment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS WORK ASSIGNMENT SHALL NOT EXCEED $500,000 & ANY RESULTING CONSTRCUTION SHALL NOT EXCEED $4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.

SUBMITTED BY:

, PM — 12.12.2023

CONSULTANT **DATE**

APPROVED BY:

Sandy Pfundheller — Digitally signed by Sandy Pfundheller DN: DC=northport, DC=city, OU=Departments, OU=Parks & Rec, OU=Admin - City Hall, OU=Users, CN=Sandy Pfundheller Reason: I am approving this document Location: Date: 2023.12.19 10:43:06-05'00' Foxit PDF Editor Version: 12.1.1

DEPARTMENT DIRECTOR **DATE**

Lisa Herrmann — Digitally signed by Lisa Herrmann Date: 2023.12.21 09:10:59 -05'00'

BUDGET ADMINISTRATOR **DATE**

Ginny Duyn — Digitally signed by Ginny Duyn Date: 2023.12.20 17:11:37 -05'00'

PURCHASING **DATE**

Kimberly Williams — Digitally signed by Kimberly Williams Date: 2023.12.21 12:11:03 -05'00'

FINANCE DIRECTOR **DATE**

12/27/23

ASSISTANT CITY MANAGER **DATE**

12/27/23

CITY MANAGER **DATE**

NORTH PORT FLORIDA

MEMORANDUM
Department of Public Works

TO: Ginny Duyn, Senior Purchasing Administrator Ginny Duyn Digitally signed by Ginny Duyn Date: 2023.11.03 10:07:28 -04'00'

THROUGH: Geoff Thomas, Contract Administrator I ✓

FROM: Chuck Speake, Director, Public Works Chuck Speake Digitally signed by Chuck Speake Date: 2023.10.31 10:01:52 -04'00'

DATE: October 31, 2023

SUBJECT: Hurricane Ian Damage Repairs – Direct Select of Construction Manager at Risk – Contract No. 2023-17.002 with Halfacre Construction Company

The Department of Public Works supports the direct selection of Halfacre Construction Company as the preferred Construction Manager at Risk (CMaR) to carry out the Hurricane Ian Damage Repairs to the following facilities and sites:

- Oaks Park
- La Brea Park
- McKibben Park
- Atwater Park
- Highland Park
- Hope Park
- Kirk Park
- Marius Park
- Pine Park
- Veteran's Park
- Marina Park
- Jessamine House Demolition
- Replacement of two (2) Gazebos along North Port Blvd.

Halfacre Construction Company (Halfacre) has extensive experience in passive park amenities as well as sports facilities, fields, and site improvements. Because of this experience, Halfacre will have established relationships with the majority of specialty subcontractors necessary to carry out the unique work within the various parks, including sports-related repairs at Atwater Park. Halfacre will have the ability to better package the bids for these improvements to an established subcontractor bidding pool.

In accordance with the Purchasing Manual, Request Letter of Interest (RLI), Direct Work Assignment Process, page 19, "Upon approval from the Sr. Purchasing/Contract Administrator or designee, City staff may forego the Letter of Interest Process and proceed directly with the Work Assignment process." The scope of preconstruction services and fee schedule based on contracted hourly rates will be negotiated and included in each work assignment. This process is requested as a more expedient process.

Facility Manager, Kim Humphrey, has consulted Halfacre and has verified that they are willing and able to move forward with this work in an expeditious manner.

KH/tw

cc: PWFinance

	Vendor	CMAR #	Description	Location	WA #	Amount	Running	Account #	Project #
	HalfAcre Construction	2023-17	MCEP Restroom Replacement	Myakkahatchee Creek	2023-01FM	$ 5,000.00	$ 5,000.00	306-3036-572-63-00	P17EPI
1	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	LaBrea Park	2024-06FM	$ 3,000.00	$ 8,000.00	001-3038-572-46-03	IAN22
2	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Oaks Park	2024-07FM	$ 5,000.00	$ 13,000.00	001-3038-572-46-03	IAN22
3	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Highland Ridge Park	2024-08FM	$ 5,000.00	$ 18,000.00	001-3038-572-46-03	IAN22
4	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Atwater Park	2024-09FM	$ 7,500.00	$ 25,500.00	001-3038-572-46-03	IAN22
5	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Kirk Park	2024-10FM	$ 2,500.00	$ 28,000.00	001-3038-572-46-03	IAN22
6	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Hope Park	2024-11FM	$ 2,500.00	$ 30,500.00	001-3038-572-46-03	IAN22
7	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Marius Park	2024-12FM	$ 2,500.00	$ 33,000.00	001-3038-572-46-03	IAN22
8	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	McKibben Park	2024-13FM	$ 3,510.00	$ 36,510.00	001-3038-572-46-03	IAN22
9	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Marina Park	2024-14FM	$ 3,510.00	$ 40,020.00	001-3038-572-46-03	IAN22
10	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Pine Park	2024-15FM	$ 3,510.00	$ 43,530.00	001-3038-572-46-03	IAN22
11	HalfAcre Construction	2023-17.002	Hurricane Ian Damage	Veteran's Park	2024-16FM	$ 5,000.00	$ 48,530.00	001-3038-572-46-03	IAN22

$ 48,530.00

HALFACRE
CONSTRUCTION COMPANY
Established 1970

November 14, 2023

Public Works Department
Attn: Kimberly Humphrey
Facilities Manager / Public Works
1100 N. Chamberlain Blvd, North Port FL 34286

RE: Hurricane Ian Damage Repairs – Highland Park – Precon

Dear Kimberly:

As a follow-up to our meeting on CMAR Negotiations Preconstruction Fee, Halfacre Construction is pleased to offer our fee for Preconstruction on this project for $5,000.00. The scope of Work for this fee is outlined as TASK #1 are:

Walk-through of site, identifying and photographing damaged items in need of repair.
Identifying subcontractors who can properly repair damages.
Attendances at TEAMS Design review meetings.
GMP pricing and submission of work proposal.

CONTRACTED HOURLY RATES VERIFIED - GD 12/20/23.

Fee Schedule breakdown hours by Employee for Preconstruction $5,000.00 Fee TASK #1 are as follows:

Tom Rees	Project Executive	6 hrs @ $125.00 = $ 750.00
Jim Nicolozakes	Project Manager	16 hrs @ $105.00 = $1,680.00
April Pronovich	Assistant PM	11 hrs @ $ 70.00 = $ 770.00
Jordan McNeal	Superintendent	20 hrs @ $ 90.00 = $ 1,800.00

If you have any further questions regarding this matter, please do not hesitate to contact us. Otherwise, we will await confirmation of the acceptance of this proposal.

Sincerely,
HALFACRE CONSTRUCTION COMPANY

Jim Nicolozakes

Project Manager
jnicolozakes@halfacreco.com
cell: (740) 584-6656

Exhibit A

Work Assignment 2024-8FM

Hurricane Ian Damage Repairs – Highland Ridge Park

Scope:

Work associated with establishing a GMP which will include remaining damages, identified in the Halliwell Construction Services damage report, dated 11/16/2022 and the damage assessment from Rostan titled Highland Ridge Park PITO. Additional damages or scope of work not identified in the attached reports will be negotiated at the time of discovery and may or may not be included in the resulting GMP.

Exhibit B

Work Assignment 2024-8FM

Pre-Construction Schedule

Description	Estimated Calendar Days from Notice to Proceed to Completion
Provide a GMP	30 Days

Exhibit C

Work Assignment 2024-8FM

Fee Schedule for Work Assignment

Fixed Fee for services described in the Scope of Services:	$5,000.00
Owner's Contingency (not-to-exceed Amount), if authorized:	$0.00
TOTAL CONTRACT NOT-TO-EXCEED AMOUNT	**$5,000.00**

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.
2. Invoicing for services rendered must be monthly.

Attachment 1.1

GENERAL INSURANCE

A. Insurance.

(1) Before performing any work pursuant to this Contract, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, 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 State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the Contractor. The insurance policies must remain in place until all of the Contractor's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.

(2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor'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 the Contractor and its carrier.

B. Workers' Compensation and Employers' Liability Insurance. Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit)

C. Comprehensive Commercial General Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

The policy must include General Liability with a limit of $2,000,000 for General Aggregate; $2,000,000 for each occurrence; $2,000,000 for Products and Completed Operations; $100,000 for damage to rented premises; and $100,000 for Fire Damage. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

D. Automobile Liability Insurance. To include all vehicles owned, leased, hired and non-owned vehicles. Proof of Commercial Auto Liability Insurance.

E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through

other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, 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 APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.

F. Policy Form.

(1) All policies required by this Contract, except for Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must 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 the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.

(3) Each insurance policy required by this Contract must:

(a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

(b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.

(4) The City retains the right to review, at any time, coverage, form, and amount of insurance.

(5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.

Attachment 1.1

(6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). 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 Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the 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 Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.

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

Attachment 1.2

PROFESSIONAL LIABILITY INSURANCE

The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, professional liability insurance with a minimum **$2,000,000** per occurrence; and with a **$2,000,000** policy term general aggregate. Coverage shall 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 this Contract is written on a claims-made basis, the Consultant warrants that any retroactive date under the policy shall precede 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.

UNLESS THE PARTIES HAVE AGREED TO AN OPT-OUT PURSUANT TO FLORIDA STATUTES SECTION 558.005(1), AN EMPLOYED DESIGN PROFESSIONAL, OR AN AGENT OF THE CONSULTANT IS NOT INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THE COURSE AND SCOPE OF THIS CONTRACT FOR ECONOMIC DAMAGES SO LONG AS THE CONSULTANT MAINTAINS THE LIMITS OF PROFESSIONAL LIABILITY INSURANCE AS PROVIDED IN THIS ATTACHMENT.

Attachment 2.2

PROFESSIONAL SERVICES INDEMNITY, DEFENSE, AND RELEASE

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 SHALL FULLY INDEMNIFY, DEFEND, 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 shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

E. Nothing in this Contract shall 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.

Attachment 3

FEMA PROVISIONS

Section 1: Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

Attachment 3

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Section 2: Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3: Equal Employment Opportunity

(a) This section applies if the contract is for a federally assisted construction contract. As defined in 41 C.F.R. § 60-1.3:

Attachment 3

(1) A *federally assisted construction contract* means "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

(2) *Construction work* means as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

(3) *Contract* means "any Government contract or subcontract or any federally assisted construction contract or subcontract."

(4) Additional definitions pertaining to this section can be found at 41 C.F.R. § 60-1.3.

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and during the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Attachment 3

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 4: Davis-Bacon Act

(a) This section applies when required by federal program legislation for prime construction contracts over $2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the

Attachment 3

particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either

pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be

Attachment 3

maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension

Attachment 3

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is

not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Section 5: Copeland Anti-Kickback Act

(a) This section applies only if the Davis-Bacon Act applies (see Section 4).

Attachment 3

(b) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(c) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 6: Contract Work Hours and Safety Standards Act

(a) This section applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) If this contract is only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the following terms apply:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 7: Clean Air and Water

(a) This section applies if the contract is over $150,000.

(b) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(c) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Section 8: Suspension and Debarment

(a) If this contract is for $25,000 or more, or requires the consent of an official of a federal agency, then this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the contract.

Attachment 3

(b) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 9: Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than $100,000 shall file the FEMA-required certification found at 44 C.F.R. Part 18, Appendix A (attached hereto). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 10: Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Section 11: Access to Records

(a) The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(c) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Attachment 3

Section 12: DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

Section 13: Compliance with Federal Law

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 14: No Obligation of Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Section 15: False Claims

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Section 16: Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Section 17: Copyright and Data Rights

If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

Attachment 3

Section 18: Patent Rights

If this contract is a *funding agreement* as defined in 37 C.F.R. § 401.2(a), then the standard patents rights clause at 37 C.F.R. § 401.14 is hereby incorporated by reference as if fully set forth herein.

HALLIWELL Construction Services
A Division of Halliwell Engineering

Halliwell Construction Services

Insured:	City of North Port - Highland Park
Property:	6225 Kenwood Dr North Port, FL 34287

Claim Rep.:	Reginald Seymour
Position:	National General Adjuster
Company:	McLarens
Business:	13100 Wortham Center Drive, Suite 190 Houston, TX 77065

Reference:	Alan Doyle	Business:	(401) 438-5020
Position:	Sr. Consultant		
Company:	Halliwell Construction Services		
Business:	865 Waterman Avenue East Providence, RI 02914		

Claim Number: 010.015777.MI **Policy Number:** **Type of Loss:** Hurricane

Date of Loss:	9/28/2022 10:59 AM	Date Received:	
Date Inspected:	10/14/2022 11:29 AM	Date Entered:	11/16/2022 10:52 AM

Price List:	FLSR8X_NOV22 Restoration/Service/Remodel
Estimate:	2553-HIGHLAND_PARK11

Assumptions and Clarifications:

-Includes general conditions (supervision, general labor, dumpster)
-Includes overhead
-Excludes hazardous material abatement or testing.
-Includes demolition/removal of building materials.
-Includes manipulation of contents unless noted otherwise.

Please note the Halliwell preliminary scope of work and cost estimate does not take into account any property insurance policy coverage and does not provide for any policy values or limits that may be associated with emergency services, hazardous material abatement unless noted otherwise, contents, business interruption or additional policy limit deductibles, sub-limit evaluations or other policy considerations. Instead, it is based on the estimated scope of work required at the time of our inspection. The intent of the document provided is to show repair scope, quantities and costs based on restoring the building to its pre-loss condition.

Any Errors, Omissions, or Discrepancies in this document or Assumptions listed above, or in our reporting herein should be brought to our attention so that we can address the changes that may be needed and arrive at an agreed upon final detailed scope of work and cost estimates.

This document does not constitute a settlement of any insurance claim and all estimates contained herein are subject to insurance company review, approval, or use. Any questions concerning your insurance policy, policy language, policy coverage, or claims payments should be directed to your Adjuster, Broker or Insurance Carrier.

Please note that Halliwell Engineering Associates does not have authority to authorize any work or guarantee any payment for repairs made to the buildings or structures. Nor does Halliwell Engineering Associates assume any responsibility for the sufficiency or quality of any repairs made by the insured's contractors.

2553-HIGHLAND_PARK11

Vending

DESCRIPTION	QTY
No damage observed for reported date of loss 9/28/2022	

NOTES:

Restroom

Roof

DESCRIPTION	QTY
No damage observed for reported date of loss 9/28/2022	

NOTES:

Exterior

DESCRIPTION	QTY
1. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA
2. R&R Steel door frame - 3' opening	1.00 EA
3. R&R Door closer - Commercial grade	2.00 EA
4. Prime & paint door slab only - exterior (per side)	4.00 EA
5. Paint door or window opening - Large - 2 coats (per side)	2.00 EA
6. R&R Electromagnetic door lock	2.00 EA
7. R&R Door kick plate - 16 gauge, 8" x 34"	1.00 EA
8. Clean with pressure/chemical spray	610.00 SF

CONTINUED - Exterior

DESCRIPTION	QTY
9. Paint the surface area - two coats	610.00 SF
10. Haul debris - per pickup truck load - including dump fees	1.00 EA

NOTES:

Interior

DESCRIPTION	QTY
No damage observed for reported date of loss 9/28/2022	

NOTES:

PITO - Highland Park Playground

Park/Playground

DESCRIPTION	QTY
11. Patio Cover - Attached - Canvas (fixed) - High grade	900.00 SF
12. Haul debris - per pickup truck load - including dump fees	1.00 EA

NOTES:

PITO - Lighting, Pickleball Court & Signs

PITO - Lighting, Pickleball Court & Signs

DESCRIPTION	QTY
13. Parking lights - metal halide, 250 watt (pole mount)	1.00 EA
14. Electrician - per hour to re-install the light pole guide wire and repair light fixture wiring	6.00 HR
15. R&R Chain link fence w/posts & top rail - vinyl coat - 6' high	32.00 LF
16. Haul debris - per pickup truck load - including dump fees	1.00 EA

NOTES:

Office

Roof

DESCRIPTION	QTY
No damage observed for reported date of loss 9/28/2022	

NOTES:

Exterior

DESCRIPTION	QTY
17. Clean with pressure/chemical spray	570.00 SF
18. Paint the surface area - two coats	570.00 SF
19. Stucco patch / small repair - ready for color	1.00 EA
20. Heating / A.C. Mechanic - per hour to repair lineset chase	4.00 HR

CONTINUED - Exterior

DESCRIPTION	QTY

NOTES:

Interior

DESCRIPTION	QTY
No damage observed for reported date of loss 9/28/2022	

NOTES:

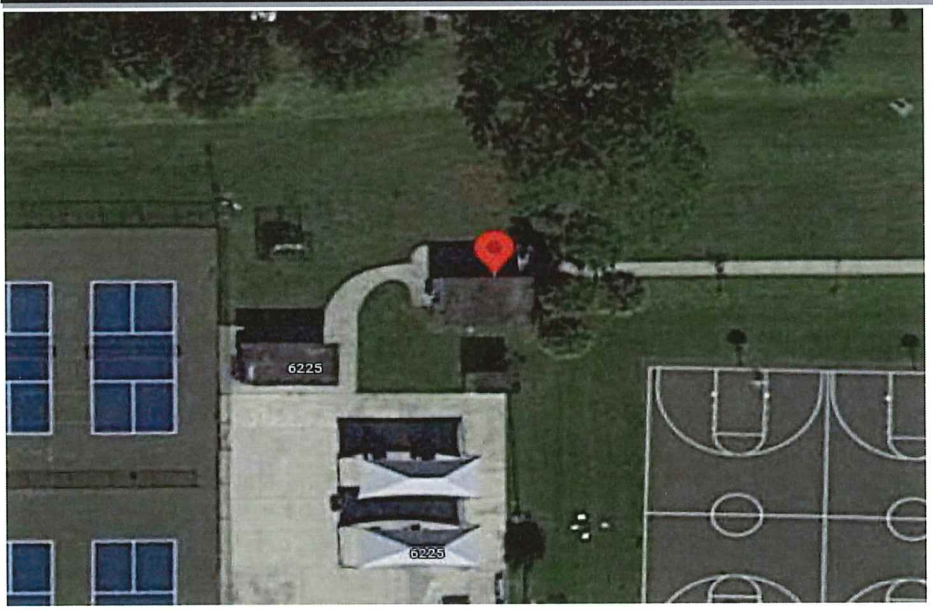
Handball Court

Handball Court

DESCRIPTION	QTY
21. R&R Chain link fence w/posts & top rail - 10' high - 9 gauge	30.00 LF
22. Clean with pressure/chemical spray	2400.00 SF
23. Exterior - paint two coats	2400.00 SF
24. Haul debris - per pickup truck load - including dump fees	1.00 EA

NOTES:

Damage Assessment Report



Highland Ridge Park PITO

Address: 6225 Kenwood Dr.
North Port, Florida 34287

Coordinates: 27.036280, -82.239950

ROSTAN SOLUTIONS

Highland Ridge Park PITO

Facility Description

Highland Ridge Park PITO is a public park that consists handball courts. The park restrooms suffered storm related damages caused by hurricane force winds and flying debris.

3-8 Damage Assessment Report

9 Summary Page

Highland Ridge Park PITO

SITE INSPECTION REPORT

Jeremy Landry

ROSTAN SOLUTIONS LLC.

COMMENTS: INSPECTION_COMPLETED

ROSTAN SOLUTIONS

EXTERIOR

Elevation: **North**

Men's Restroom

Damaged Elements:

Doors

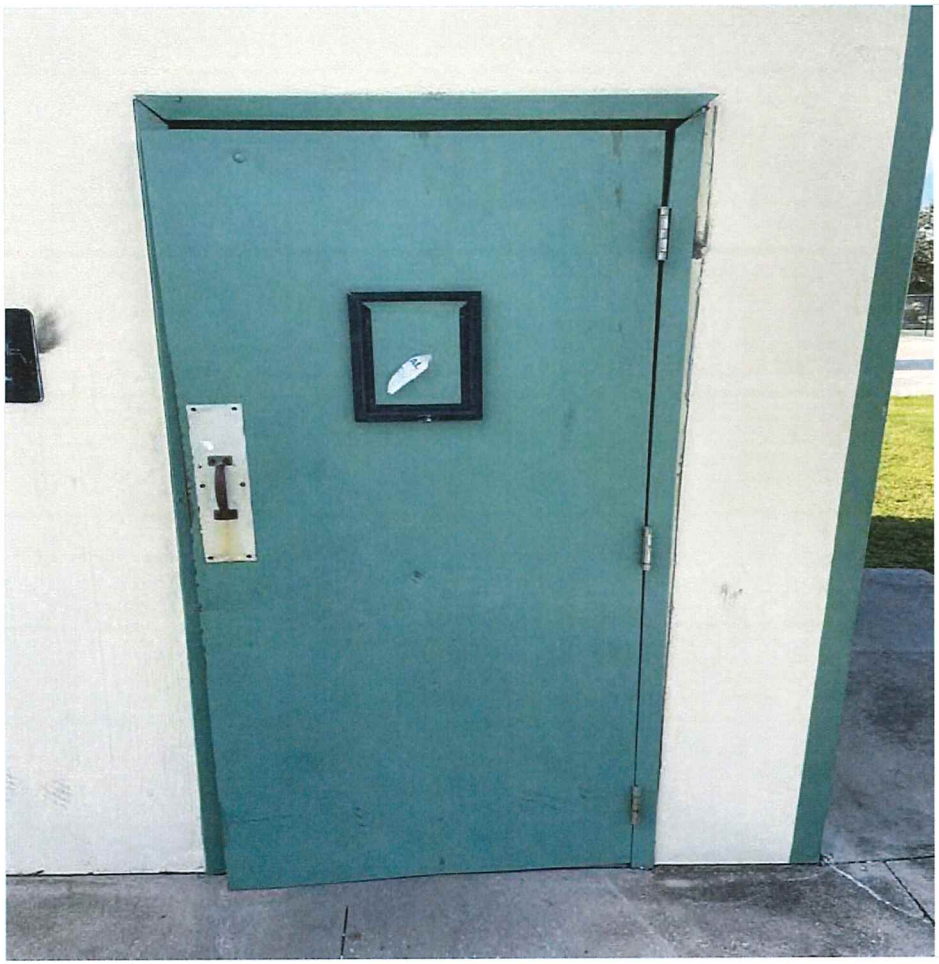
Damage Description:

1 EA Steel exterior door 36"x80"

(Door framing racked, soft close broken off.)

ROSTAN SOLUTIONS

PHOTO PAGE



EXTERIOR

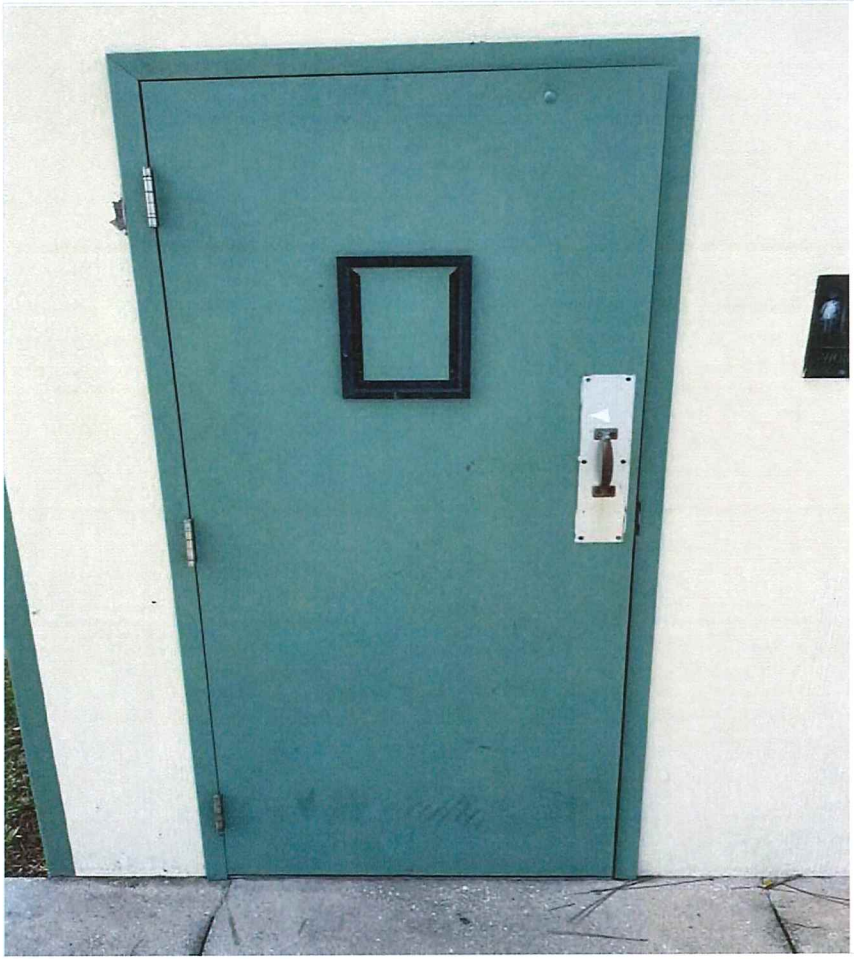
Elevation: North
Women's Restroom

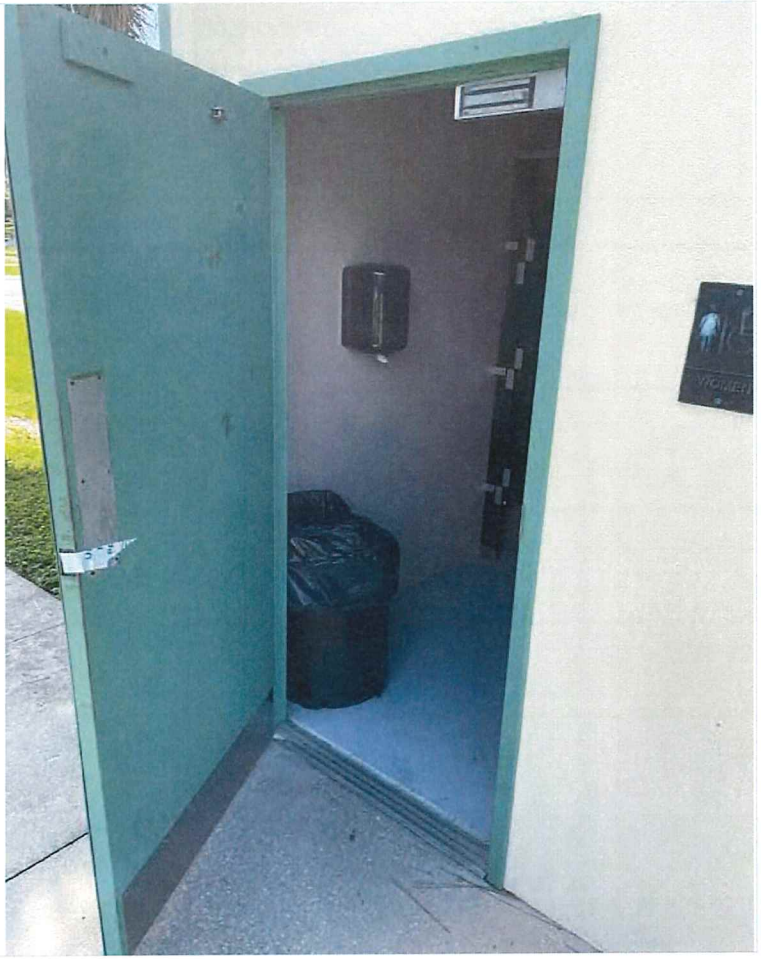
Damaged Elements:
Door

Damage Description:
1 EA Steel exterior door 36"x80"
(Door framing racked, soft close broken off.)

ROSTAN SOLUTIONS

PHOTO PAGE





ROSTAN SOLUTIONS

PHOTO PAGE

ROSTAN SOLUTIONS

Highland Ridge Par PITO S mmar

EXTERIOR DA AGES	
Men's Restroom	1 EA Steel exterior door 36"x80" (Door framing racked, soft close broken off.)
Women's Restroom	1 EA Steel exterior door 36"x80" (Door framing racked, soft close broken off.)