

City of North Port



Request for Bid No. 2023-40 INFLOW AND INFILTRATION REHABILITATION



FINANCE DEPARTMENT/PURCHASING
DIVISION 4970 CITY HALL BLVD
NORTH PORT, FL 34286
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**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
REQUEST FOR BID NO. 2023-40
INFLOW AND INFILTRATION REHABILITATION**

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Contractor capable of providing construction services in accordance with the Inflow and Infiltration (I/I) rehabilitation of wastewater collection system, lift stations and manholes. The City intends to select one or more Contractors for as-needed I/I rehabilitation services that the City can use based on planned inspections of the City's wastewater collection system. The types of rehabilitation work anticipated include wastewater line cleaning, gravity sewer smoke testing, manhole and lift station rehabilitation, manhole lining systems, cured-in-place pipe lining and spot repairs, grouting lateral connections, and post-rehabilitation CCTV inspection.

**BID OPENING: JULY 11, 2023, AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337a, NORTH PORT, FLORIDA
34286**

ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 337a

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.northportfl.gov. Bid specifications, attachments/exhibits are posted on the City FTP site at <https://www.northportfl.gov/filesshare> (**select the Purchasing Folder and scroll to Project RFB 2023-40**); however, the only place to obtain addenda are on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Keith Raney, Contract Administrator II, at 941.429.7103. Requests for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **July 11, 2023, at 2:00 PM**.

The City of North Port 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.

PUBLISH DATES: June 2, 2022

Sarasota Herald Tribune

www.northportfl.gov & www.demandstar.com

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“THIS IS A ‘SAMPLE CONTRACT’ ISSUED FOR INFORMATIONAL PURPOSES ONLY AND AS SUCH IS SUBJECT TO CHANGE”

ATTACHMENTS:

- 1A. Technical Specifications (233 pages)
- 1B. Wastewater Details (13 pages)
- 1C. Bid Schedule (1 page, in excel format)

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2023-40 INFLOW AND INFILTRATION REHABILITATION**

Insufficient time to respond to the Request for Bid.

We do not offer this product/service.

Our schedule would not permit us to perform.

Unable to meet bond/insurance requirements.

Specifications are unclear (explain below).

OTHER (please specify below).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@cityofnorthport.com or faxed to 941.429.7173.

SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addenda: a written change to a solicitation
- Bid: any offer submitted in response to this request for Bid.
- Bidder: One that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution, if required; Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- Contract: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder: The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Bond: **NOT APPLICABLE FOR THIS BID** Each bid must be accompanied by a bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening or fails to execute any necessary additional documents. Cashier's checks will be returned to all bidders after award of bid. If using a bid bond use the City of North Port bid bond form.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, **all blank spaces** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each bidder and total bid price of each bidder** read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the city receives only one response; the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

4. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the City indicates that the award will be in the best interest of the City.

Errors: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

5. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

6. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

7. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

8. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

9. CONTINUATION OF WORK: Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

10. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

11. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

12. RULES, REGULATIONS AND LICENSES: The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

13. CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

14. COLLUSION: By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder.

15. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of 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 Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

16. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the

bidder who has signed the affidavit.

17. EQUAL EMPLOYMENT OPPORTUNITY: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

18. NON-DISCRIMINATION: The City of North Port 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. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

19. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. 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/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 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. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
2. 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 that is compatible with the information technology systems of the City.
3. 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 the contract term and,

if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.**
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

20. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. 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;
 - d. A declared emergency of the federal, state, or local government; or
 - e. 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:
- f. 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 Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will 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.

The non-performing party's affected obligations under this Agreement will 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 shall 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.

- 21. GOVERNING LAWS:** The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.
- 22. SUBCONTRACTING:** Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.
- 23. MODIFICATION OF CONTRACT:** Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.
- 24. SUCCESSORS AND ASSIGNS:** The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.
- 25. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:** Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the

agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

26. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

27. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

28. PERFORMANCE/PAYMENT BOND: The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

PERFORMANCE/PAYMENT BOND REQUIREMENTS:

The Contractor shall provide a Performance Bond and a Payment Bond, in the form prescribed in Section 3, Contract Documents, each in the amount of 100% of the Contract amount, the costs of which are to be paid by the Contractor. The bonds will be acceptable to the City only if the following minimum conditions are met:

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and

e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

f. The Surety Company must have a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation **of at least two times the dollar amount of the contract.**

If the Surety Company for any Bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which shall be subject to the City's approval.

By execution of these bonds, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

29. STATE REGISTRATION REQUIREMENTS: Any bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.

33. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The city reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

34. AUDIT: City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

35. UNAUTHORIZED ALIEN WORKERS: The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.

36. E- VERIFY: The City, contractor and every subcontractor shall 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. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

37. EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

38. PAYMENT: One (1) original requests for payment must be submitted to the City of North Port on a form approved by the City. In lieu of the hard copies of the pay request submittal, scanned signed digital files of the requests for payments may be submitted as an attachment to an e-mail. Each pay request must be accompanied by written consent of the surety, when applicable, and an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials and services furnished under this Contract.

Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, the surety does not object, and the City has retained adequate coverage for the project through the achievement of Final Completion.

39. MBE: Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

40. DBE Contract Assurance (IF APPLICABLE): The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

41. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT: Bidder shall be solely responsible for complying

with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

42. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

43. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

44. 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, ever person or entity shall 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, ever person or entity shall certify on a form provided 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 the 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 shall 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.

45. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

46. RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, her indebtedness incurred by the Contractor in connection with this project have been paid in full.

47. DISADVANTAGE, MINORITY, WOMEN OWNED AND VETERAN BUSINESS ENTERPRISE (DBE/MBE/W/VBE):

DBE/MBE/W/VBE's are encouraged to participate by submitting a Proposal to this RFP. All DBE/MBE/W/VBE's must be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Florida Statutes, Section 287.0943, or by statewide and interlocal agreement certification, as provided for by Florida Statutes, Section 287.09431. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the Proposal submission and the Certificate must be issued to the prime Contractor to claim DBE/MBE/W/VBE status.

48. LOCAL PREFERENCE: Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business or North Port local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific contract award.

"**Local business**" means a bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

"**North Port local business**" means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible bidder who is not a local business (hereafter, non-local business bidder) submits the lowest bid price

(hereafter, low bid), all responsive and responsible local business and North Port local business bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business and North Port local business bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business and North Port local business bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business and North Port local business bidders within two and one-half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business bidder who matches the low bid shall receive the award. If no eligible North Port local business bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

END OF SECTION I

SECTION II. GENERAL PROVISIONS

1. SCOPE OF WORK

1.1 *Intent of Contract:* Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, electricity, water, equipment, startup, testing, training and all other work needed for a complete and operational system, as described in the Technical Specifications and/or shown on the Contract Drawings attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

The intent of the Technical Specifications and Contract Drawings is to describe a complete project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor. They may be altered only by addendum or change order approved by the City.

1.2 *Definitions:*

1.2.1 The successful bidder for this Contract will be referred to as the **CONTRACTOR**; Department Director or his/her representative, acting personally or through an assistant duly authorized for such act by the City will be referred to as City. For the purposes of this Contract, the word "Project" shall mean the services limits of **CONTRACTOR**.

1.2.2 The Contract documents consist of the Request for Bids, Instructions to Bidders, Bid Forms, Technical Specifications, Construction Drawings, General Provisions, Special Provisions, Insurance Requirements, and all other related documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

1.2.3 Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

1.2.4 Subcontractor(s), as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

1.2.5 The term "work" of the Contractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.

1.2.6 All time limits stated in the Contract documents are of essence to the Contract.

1.2.7 The words "furnish," "furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

1.3 *Time of Completion:* The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of eight and one half (8.5) hours duration. The cost for inspection time for work performed on

weekends, holidays, or in excess of ten (10) hours may be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the City of all work provided for in the Contract, or as stipulated in the Technical Specifications, or whichever comes first, other than: Saturday, Sunday, any day designated as a holiday by the City, any day the Contractor is prevented from working during the first five (5) hours of the work day, with at least sixty percent (60%) of the normal work force, due to inclement weather.

Request for planned overtime by the Contractor must be submitted in writing to the City, forty-eight (48) hours in advance, and may not proceed without the City's approval.

1.4. Quality of Work: The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications and of a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the City.

2. PROSECUTION AND PROGRESS

2.1 Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the City.

2.2 Pre-construction Meeting: After the Contract has been awarded, the City will schedule a preconstruction meeting to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the City, the Contractor and various utility companies that will be affected by the construction.

2.3 Performance and Payment Bond: The awarded Contractor shall furnish a certified recorded copy from Sarasota County Clerk's Office of the Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting.

2.4 Submission of Work Schedule/Order of Completion: At the preconstruction meeting, the successful bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. Construction Schedule provides additional information for ongoing scheduling requirements associated with this Contract.

2.5 Submission of Schedule of Values: A Schedule of Values to reflect value of equipment, materials and work performed per unit price, with totals shall be submitted at preconstruction meeting. Both parties are to agree on proposed schedule of values prior to any work being performed.

2.6 Provisions for Convenience of Public: The Contractor shall schedule his/her operations so as minimize any inconvenience to adjacent businesses for residences. Where necessary, the City may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would represent a more serious handicap, before beginning construction in the less affected areas.

3. CONTROL OF THE WORK AND MATERIALS

3.1 *Control of Work:*

3.1.1 *Plans and Contract Documents:* If required for the project, the Contractor will be furnished a universal serial bus flash drive and four (4) signed and sealed 11"x17" copies of the Plans, Technical Specifications, General and Special Provisions. Additional signed & sealed copies, if needed to obtain permits for the Work associated with this Contract, will be submitted upon written request. Other copies that may be needed by the Contractor shall be produced by the Contractor at his own expense; or, the Contractor may request additional full-size hardcopy of the plans for a cost of \$50.00 for each set of plans. Check shall be written out to North Port Utilities (NPU) and brought to Utilities' Field Office in exchange for plans.

3.1.2 *Detail Drawings and Instructions:* The City may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonably inferable there from.

3.1.3 *Order of Precedence:* These documents are integral parts of the Contract, and a requirement occurring on one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In cases of discrepancy, the governing order of documents shall be as follows:

3.1.3.1 Permits from Agencies as required by law

3.1.3.2 Change Orders

3.1.3.3 Contract Documents, General Provisions and Special Provisions in that order

3.1.3.4 Supplemental Provisions- Federal Conditions

3.1.3.5 Technical Specifications

3.1.3.6 Construction Plans

3.1.3.6.1 Dimensions given in figures govern scaled dimensions.

3.1.3.6.2 Detail drawings govern over general drawings.

3.1.3.6.3 Addenda/Change order drawings govern over Contract documents.

3.1.3.7 FDOT Roadway and Traffic Design Standards, January, latest edition (if applicable).

3.1.3.8 FDOT Standard Specifications, for Road & Bridge Construction, latest edition (if applicable).

3.1.3.9 North Port Utilities Standard Details and Specifications

3.1.4 *Conformity of Work with Plans:* All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

3.1.5 *Authority of the City:* All work shall be done under the supervision of the City or the City's representative and performed to its satisfaction. It is agreed by the parties hereto that the City shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and material furnished, under or by reason of the Contract.

3.1.6 *City's Status:* The City and/or the City's Representative shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City and/or the City's Representative shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications.

The City has the authority to:

- 3.1.6.1** Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
- 3.1.6.2** Reject all work that does not conform to the Contract.
- 3.1.6.3** Resolve questions that arise in the execution of the work.

The City's Representative has the authority to:

- 3.1.6.4** Reject all work that does not conform to the Contract.
- 3.1.6.5** Resolve questions that arise in the execution of the work.

3.1.7 *Suspension of Work:* The City may at any time suspend work by giving ten (10) calendar days' notice to the Contractor in writing. The City shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the City does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

3.1.8 *The City's Right to do Work:* If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the City, after three days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

3.1.9 *The City's Right to Terminate Contract:* If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Contract or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which a time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days' notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Contractor's default shall be borne by the Contractor.

In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) calendar days written notice by certified mail.

In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.

3.1.10 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

3.1.11 City's Decision: The City shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

3.1.12 Authority and Duties of City's Inspectors: The City's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

3.1.13 Inspection of Work: The City and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. If the Specifications/Conditions, the City's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give to the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the date fixed for such inspection. Inspections by the City shall be promptly made and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered and the work must be uncovered by the Contractor.

3.1.14 Contractor's Supervision and Employees: The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his/her employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Supervisor, Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the City. The Superintendent or his/her qualified designee shall be present at the job site and direct the work of subcontractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, subcontractors or his/her office who in turn can convey necessary communications to others. The

Contractor shall issue all communications to the City or his/her representative.

The Contractor's Superintendent shall be present on the job site **at all times** while work is in progress, and shall be available by phone for emergencies twenty-four hours per day, seven days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

If the Contractor, in the course of the work, finds any discrepancy between the drawing and the physical conditions of the site, or any errors or omissions in drawing, or in the construction layout points and instructions, he/she shall immediately inform the City, in writing, and the City shall promptly verify same. Any work done after such discovery will be done at the Contractor's risk.

Neither party shall employ or hire any employee of the other party without the concurrence of each party.

3.1.15 Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

3.1.16 Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising there from.

3.1.17 Protection of Work and Property: The Contractor shall continuously maintain protection of all his/her work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. He/she shall adequately protect adjacent property as provided by law and the Contract Documents. He/she shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the City, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the City.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain and provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

3.1.18 Changes in the Work: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

- 3.1.18.1** By estimate and acceptance in a lump sum.
- 3.1.18.2** By unit prices named in the Contract or subsequently agreed upon.
- 3.1.18.3** By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

3.1.19 Deductions for Uncorrected Work: If the City deems it inexpedient to correct work injured or done not in accordance with the Contract, some equitable deductions from the Contract price shall be made thereof.

3.1.20 Delays and Extension of Time: If the Contractor should be delayed at any time in the progress of work by any act of negligence by the City or its employees or by any other Contractor employed by the City, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. However, no time delay shall be allowed if judged by the City to be caused by the Contractor's negligence.

No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the City. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

3.1.21 Correction of Work Before Final Payment: All work, materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the City who shall be the final judge of quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet City's approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the City, any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as the City, in its judgement, finds to be equitable.

3.1.22 Contractor Right to Stop Work or Cancel Contract: If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the City fails to pay the Contractor within thirty (30) calendar days of maturity and presentation of any sum certified by the City, then the Contractor may, upon seven (7) calendar days written notice to the City, stop work and terminate this Contract.

3.1.23 Removal of Equipment: In the case of annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from property of the City and/or site of work, failing which the City has the right to remove such equipment and supplies at the Contractor's expense.

3.1.24 Use of Completed Portions: The City has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the City may determine and the City approves.

3.1.25 Payments Withheld: The City may withhold payment to the Contractor from loss on account of:

- 3.1.25.1** Defective Work not remedied.
- 3.1.25.2** Claims filed or evidence indicating probable filing of claims.
- 3.1.25.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
- 3.1.25.4** A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 3.1.25.5** Damage to another Contractor
- 3.1.25.6** When the above grounds are removed, payment shall be made for amounts withheld because of them.

3.1.26 Damages: Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.

3.1.27 Assignment: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City.

3.1.28 *Right of Various Interests:* Before work being done by the City's forces or by other Contractor's forces, contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City before such commencement, to secure the completion of the various portions of the work in general harmony.

3.1.29 *Separate Contracts:* The City reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

3.1.30 *Subcontractors:* The Contractor shall provide a list of Subcontractors with his/her proposal for approval. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City or City's Engineer of Record and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City or City's Engineer of Record to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. City or City's Engineer of Record may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

Substitutions must be submitted in writing and shall be subject to the approval by the City. To insure proper execution of his/her subsequent work, the Contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings.

Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the City, City's Representative, or Engineer to reject defective Work, material or equipment; or, Work, material or equipment not in conformance with the requirements of the Contract Documents.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

The Contractor shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

- The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power in regard to terminating any subcontract that the City may exercise over the Contractor under any provisions of the Contract Documents.
- The City, City's Representative, or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.
- If in the opinion of the City, City's Representative, or Engineer, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.1.31 *Horizontal and Vertical Control:* Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes, and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3.1.32 *Lands for Work:* The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractors shall provide land required for the erection of temporary construction facilities and storage of material, together with the right of access to same.

3.1.33 *Cleaning Up:* The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

3.1.34 *Guarantee:* The Contractor shall warrant all equipment furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the work, final completion by the City or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the City and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified. This will not release additional warranties required by other sections or provided by individual suppliers.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of completion or written acceptance by the City, whichever is later.

3.1.35 *Responsibility Regarding Existing Utilities and Structures:* The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and

protection of, existing utilities and structures from any damage resulting from said excavation. The Contractor is to include within his line item bid prices the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities, which may be in conflict with the construction of the proposed project.

3.1.36 Accidents: The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

3.1.37 Stage Plans: Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the City, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the City shall not relieve the Contractor of full responsibility for the work.

3.1.38 Measurement of Quantities: The quantities of work performed will be computed by the City on the basis of measurement taken by the City or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the City according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the City prior to any work.

3.1.39 Reference to Other Specifications: Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used.

3.1.40 Sanitary Facilities: The Contractor shall provide and maintain, in a sanitary condition, facilities for his/her employees as are required by local and state boards of health.

3.1.41 Quality of Equipment and Materials: To establish standards of quality, the City may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

3.1.41.1 The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the City may require.

3.1.41.2 The Contractor shall abide by the City's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The City will approve or disapprove proposed substitutions in writing within a reasonable time.

3.1.42 Codes and Laws: The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

3.1.43 Traffic Control: The Contractor shall comply with the National Committee on Uniform Traffic Control and Devices (NCUTCD) standards established by the Federal Highway Commission and the 2016 (or most current) FDOT Standards for Traffic Control Through Work Zones and maintain safe conditions at all times.

3.1.44 Exploration and Reports: If reference is made to identification of reports of explorations and tests of subsurface, or other project specific, conditions at the site that have been used in preparing the Contract documents, it should be understood that these reports are not part of the Contract documents. The Contractor shall have full responsibility with respect to subsurface, or other project specific, conditions at the site. Technical data, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project. If the Contractor desires additional subsurface, or other applicable project specific, investigation, it will be done at his/her expense, prior to bidding. Limited Subsurface, or other project specific, reports for this project are available through NPU.

If the Contractor has elected not to make subsurface, or other project specific, investigation prior to bidding, he/she shall not be entitled to any extra compensation or Contract change orders due to conditions encountered.

3.1.45 Existing Structures: Drawing of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the consultant and/or the City in preparation of the Contract documents. The Contractor may rely upon the accuracy of the technical data contained in such drawing but not for the completeness thereof for the purpose of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

3.1.46 Report of Differing Conditions: If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion. Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required; provided, however, the time prescribed therefore may be extended by the City.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

3.1.47 Not Shown or Indicated: If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected

to be aware, the Contractor shall promptly, before performing any work (except in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the City. The Contractor will review the underground facility to determine the extent to which the documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With City approval, the Contract documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

3.1.48 Progress Meeting: Progress meetings will be conducted bi-weekly or as required if requested by Contractor or the City.

3.2 Storage of Materials

3.2.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

3.2.2 Contractor is not entitled to payment for same except for those materials which in City's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

3.2.3 The storage facilities and methods of storing shall meet City's approval and shall be in accordance with manufacturer's recommendations, or City will not be obligated to pay for same.

3.2.4 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

3.2.5 City may at its discretion require material to be stored in an air-conditioned location.

3.2.6 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

3.2.6.1 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.

3.2.6.2 Evidence that proper storage security is provided.

3.2.6.3 The City is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.

3.2.6.4 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases City from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including City's alleged negligence, regardless of whether the City has paid for said Stored Materials.

- 3.2.7** Once any Stored Material is paid for by City, it shall not be removed from the designated storage area except for incorporation into the Work or upon subsequent written approval by City.
- 3.2.8** No Applications for Payment shall be submitted, nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the City.
- 3.2.9** It is further agreed between the parties that the transfer of title and the City's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 3.2.10** The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the City either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 3.2.11** In the event stored materials which City is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

END OF SECTION II

SECTION III. SPECIAL PROVISIONS

SP-01 INTENT: The purpose of this project is to obtain a competent, experienced and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project.

The Contract Documents comprise the entire agreement between City and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project. The work specified herein shall consist of furnishing all supervision, labor, equipment, material and any incidentals required for the successful completion of all work as specified herein. All work shall conform within the limits as specified and shown and be in conformance with the appropriate Technical Specifications contained herein.

The plans, technical specifications, and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor is responsible to conduct any and all investigation, survey, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. Additional investigations may be necessary for the purposes of carrying out the construction project. The City of North Port will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work. This includes, but is not limited to, existing utilities as well as subsurface conditions.

SP-02 EQUIPMENT: The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

SP-03 CONSTRUCTION SCHEDULE: The construction schedule will be set per work assignment.

The Contractor shall furnish copies of the Construction Schedule to the City when requested to perform the work as outlined in the Bid Form. The City will notify the Contractor of such as needed work and the Contractor will provide a Construction Schedule to the City within thirty (30) days of the City's notification. A project update meeting will be held bi-weekly, or as required during contract.

SP-04 PRE-CONSTRUCTION CONFERENCE: A Pre-Construction Conference will be held, at which time the Contractor shall submit the following for the City's approval or acceptance:

A telephone list specifying the name, address, office phone number and cell phone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract any survey work that may be required, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone for the City's use, which the Contractor shall update as necessary throughout the

project. The Contractor shall request, in writing, any changes in subcontractors or suppliers.

No change in subcontractors or suppliers shall be made without written consent and approval from the City.

- In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.
- The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this project.
- The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

Mobilization may not start until all submittals have been accepted by the City and/or City's Representative. Once approved, no changes will be allowed without the written approval of the City and/or the City's Representative.

The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of such reasons as weather, breakdowns, and unanticipated delays, as a means of better monitoring the project.

SP-05 PROGRESS MEETING: For this project, progress meetings shall be bi-weekly, or as requested by the Contractor or the City. The Contractor shall designate a representative to attend Progress Meetings held at the North Port Utilities Field Office, 6644 West Price Boulevard, North Port, Florida. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract. Contractor may request progress meetings be on a different schedule than bi-weekly provided the City can confirm work is proceeding expeditiously. City may require a return to bi-weekly progress meetings at any time.

SP-06 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include within his bid prices, the costs to protect, and/or support, all above ground, overhead and underground utilities, which may be in conflict with the construction of this proposed project.

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

SP-07 CONTRACT TIME: Contract time will be set in in each work assignment. The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed after the Notice to Proceed; subject only to delays caused through no fault of the Contractor or acts of God. Time is of the essence in

the performance of this Contract. The contract time includes up to fourteen (14) calendar days for City and/or City's Engineer of Record review of each submittal and resubmittal. There shall be no extension of time provided for modification and corrections or re-submittals to address deficiencies therein identified during the review by the City and/or City's Engineer of Record.

City shall provide the Contractor with a listing of items to be corrected or completed (punch list) after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the punch lists to the satisfaction of the City prior to submittal of the application for final payment.

All extensions to the Contract time for permitted delays shall be by Change Order and signed by the City.

SP-08 PROJECT COMPLETION: Project final completion shall be defined as "the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area." Completion time is listed in the work assignment.

SP-09 LIQUIDATED DAMAGES: Liquidated damages will be discussed per work assignment and listed on the Notice to Proceed. The work shall be completed within the contract time as required by SP-08 "PROJECT COMPLETION." The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract. The City of North Port shall issue a Notice of Completion when it has determined that the work identified in the contract has been completed per SP-08 "PROJECT COMPLETION."

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not completed within the contract time as required by SP-07 "Contract Time". It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure **at the time of issuing a Work Assignment and to be listed on the Notice to Proceed** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Completion of the work.

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, **that is listed on the Notice to Proceed** per calendar day in which work is not completed.

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor.

The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in

the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in his bond.

SP-10 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

SP-11 CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the project, the operation must be continuously prosecuted during normal hours to its completion. At no time, shall the Contractor suspend work, for any reason for more than seven (7) calendar days, excluding delays granted for inclement weather. Should the Contractor fail to perform any work on the project for three (3) or more work days, the Contractor shall submit a written request to the City, no less than twenty-four (24) hours in advance of the restart of work, to allow the City to schedule the required inspection personnel. No work may restart, prior to the expiration of the twenty-four (24) hour notice without the City's approval.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provisions and/or Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

SP-12 SAFETY AND PROTECTION:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- i. All employees on the work and other persons or organizations who may be affected thereby.
- ii. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.

B. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

C. All personnel working within the City's right-of-way shall at all times wear City approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).

D. No open excavations are allowed on the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.

E. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of

accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to City.

SP-13 CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work will be an **amendment to the contract** and shall require approval by the City Manager prior to prosecution of the additional work. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered.

Contingency: An amount added to an estimate to allow for items, conditions, or events for which the state, occurrence, or effect is uncertain and that experience shows will likely result, in aggregate, in additional costs. All contingency items will require approval from the Purchasing Manager or designee, the Finance Director and City Manager prior to any work being performed.

Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lumpsum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.
4. By Change order executed by CityManager
5. By Contingency Authorization (executed by City Manager).

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case, he shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

SP-14 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to **not less than 40%** of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the City will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the City will use only the sublet proportional cost in determining the percentage of subcontracted normal work. Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all

applicable Contract provisions. Upon request, furnish the City with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The City recognizes a subcontractor only in the capacity of an employee or agent of the Contractor and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

All sublets will be in continued compliance with all Contract provisions and the Contractor will continue to perform the minimum percentage of Contract work with its own organization, as required by said Contract. It is recognized and agreed that the prime contractor remains responsible for the proper performance of all requirements of said contract and use of sublet does not relieve or release the Contractor and his surety or either of them of any liability under the contract bond. A false statement or omission made in connection with subletting is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

SP-15 AVAILABILITY OF LANDS: Work is planned to occur within rights of way or existing utility easements. The Contractor will be held responsible to obtain right of way use permit(s) from the City of North Port. NPU will pay the permit fee directly to the Neighborhood Development Services Department. Any additional or repeat inspection or testing charges shall be paid by the Contractor. See Special Provision SP-17.

SP-16 COORDINATION OF THE SPECIFICATIONS: Where conflicts between the City of North Port General Provisions, Special Provisions, Technical Specifications and Construction Plans, references, should they exist, it is the responsibility of the bidding Contractor to bring those conflicts to the attention of the Purchasing Agent prior to the bid date. After bids, have been received, the contractor will be held to the most stringent requirement.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the Contractor discovers such an error or omission, he shall immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

SP-17 CONSTRUCTION PERMITS: Florida Department of Environmental Protection/Department of Health permits are not required for this work.

The City will pay for all permit fees determined by the Neighborhood Development Services Department and the City of North Port Public Works Department. For this project, Right of Way (ROW) permit(s) will not be required. The City will make payment directly to the Neighborhood Development Services Department for any miscellaneous fees assessed for the necessary permits and related inspections. Additional or re-inspection fees shall be paid for by the Contractor. Pressure testing the system shall be paid for by the Contractor. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

SP-18 NOTICE-OF-INTENT (NOI): If necessary, the Contractor for the project shall submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.

SP-19 SPECIFICATIONS AND PLANS: Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.northportfl.gov. Bid documents are posted on the City FTP site at <http://northportfl.gov/ftpinfo/>.

SP-20 CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

SP-21 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS: The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

SP-22 ROAD/LANE CLOSURE: No road closures are allowed. A lane closure request must be submitted in writing five (5) business days in advance of the requested lane closure. The time and length of closure(s) shall be approved by the City of North Port. The Contractor shall provide a Maintenance of Traffic (MOT) Plan for the requested lane closure(s) for review and approval by the City of North Port.

SP-23 MAINTENANCE OF TRAFFIC: The contractor shall be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the City for work within the ROW of any City Road. The Contractor shall maintain traffic at all times during construction.

SP-24 DEWATERING: The Contractor shall request approval from the City of North Port Project Manager before applying for a permit from the Southwest Florida Water Management District.

SP-25 PRIVATE PROPERTY: The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

Any areas, outside of the rights-of-way or easements that are impacted or damaged by the Contractor's activities shall be repaired at the Contractor's expense to the property owner's satisfaction. Restoration of impacted areas shall be equal to or better than original condition and to the satisfaction of the property owner. The Contractor shall be responsible to secure written approval of the restoration of the property from the property owner and submitting a copy to the City prior to requesting Substantial Completion. The City shall not release retainage to the Contractor until such time as the approvals are submitted by the Contractor.

SP-26 RESIDENTS CONCERNS: During the work of this Contract, residents may contact the City to question the progress of the work or express concerns regarding the work. These concerns are responded by City's Utilities Department, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number and email address where City's Utilities Department can fax or email inquiries. The Contractor shall respond to these inquiries within two (2)

business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. City's Utilities Department will maintain a log of inquiries, which will be reviewed at each progress meeting.

SP-27 TESTING: Any and all testing requirements born out of, but not limited to contract requirements and permits, for the installation of utility piping, including but not limited to, pressure testing, will be included in the Contractor's bid price. Testing shall include all utilities installed as part of the work of these Contract Documents. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of concrete and compaction. The City requests to be notified three (3) business days in advance of any test in order to have a City representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision shall prevail.

SP-28 MISCELLANEOUS ITEMS: Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the City's Engineer of Record before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

SP-29 SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES: Reclaimed water piping pressure and flow testing and flushing may be done with reclaimed water. All Contractors' connection(s) to the City reclaimed water supply shall allow the City to meter the amount of reclaimed water used in testing, flushing, and other miscellaneous purposes during construction, etc. The Contractor is responsible for obtaining meter(s) and associated appurtenances, and paying all appropriate fees/deposits. Contractor shall not use any water until meter is installed. The actual reclaimed water used will be provided at no cost to the Contractor by Utilities. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

If potable water is required for the Work of this Contract, all Contractors' connection(s) to the City potable water supply shall allow the City to meter the amount of water used. All potable water connections shall include a reduced pressure zone backflow preventer. The Contractor is responsible for obtaining meter(s), backflow preventers, and associated appurtenances, and paying all appropriate fees/deposits. Contractor shall not use any potable water until meter and backflow preventer are installed. The Contractor will set up an account with the City and will be billed at the City's normal rates for actual potable water used. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

SP-30 POTABLE WATER AND WASTEWATER FORCE MAIN OVER-DEPTH AND PLACEMENT: Potable water mains and wastewater force mains shall be installed with a minimum of thirty-six (36") inches of cover over the pipe. Any required over-depth, whether shown on the plans or not, will be considered to be incidental to the main installation and no additional compensation will be made therefore.

SP-31 PRE-INSTALLATION VIDEO: No construction shall take place prior to the City's acceptance of the Pre-Installation Video. The video shall thoroughly capture the intended work area as outlined in the Contract Documents. The Pre-Installation Video will be used to protect all parties involved in the project.

SP-32 PERIODIC CLEAN UP AND RESTORATION: During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat

appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project. When the contract work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian or vehicular traffic while the installation work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

SP-33 CONNECTION TO EXISTING POTABLE WATER AND WASTEWATER FORCE MAIN(S): The connections to the existing potable water and wastewater force mains shall be paid at the contract bid price per each which shall include the cost of connection, satisfactory coordination of utility construction, labor, material, equipment and all other associated appurtenances required to complete the project in accordance with the Contract Documents. Tie-ins to existing main(s) shall be coordinated with City Utilities.

It shall be the express responsibility of the Contractor to connect his Work to each part of the existing work or of work previously installed as required by the Drawings and Specifications to provide a complete installation.

Connections/modifications to existing piping requires coordination with City Utilities staff. The Contractor shall not operate any existing valves.

SP-34 MAINTENANCE OF FLOW: It is the Contractor's responsibility to maintain the flow of the existing potable water, wastewater force mains, and lift stations during the construction. Maintenance of flow is considered incidental to the work and shall be done at no additional cost to the City.

SP-35 CITY RIGHT-OF-WAY RESTORATION: The ROW restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of the City. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

During installation of new utilities, the Contractor shall maintain, an undisturbed existing buffer strip of ground cover measuring a minimum of one foot (1') in width from the edge-of- pavement (EOP) in order to minimize potential erosion along the pavement edge. The Contractor shall be responsible for all costs to restore this buffer strip if disturbed during construction.

SP-36 LABOR, MATERIALS AND EQUIPMENT: The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in

accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

SP-37 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS: Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the City a list of proposed materials, equipment or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the City.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered per 40 CFR 33.255(c) as referenced in Chapter 62-552, FAC. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

No substitute shall be ordered or installed without the written approval of the City who shall be the judge of equality.

Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

SP-38 USE OF PREMISES: The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of City, and shall not unnecessarily encumber any part of the site.

Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Contractor shall enforce City's instructions in connection with signs, advertisements, fires and smoking.

Contractor shall arrange and cooperate with City in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery truck and other vehicles to the Project site.

SP-39 SURVEY: All survey monuments and benchmarks that may be disturbed during construction shall be referenced and replaced by the Contractor. All monuments and benchmarks disturbed or destroyed by the Contractor or any of his forces through accident or negligence shall be replaced by a Florida Licensed Professional Land Surveyor at the

Contractor's expense.

SP-40 MANUFACTURER'S LITERATURE: Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

SP-41 BRAND NAMES: Brand names where used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City's Engineer of Record, as the material or product so specified. The City's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

SP-42 RECORD DRAWINGS: The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings shall list all equipment removed from existing facilities. These shall be available to the City, City's Representative, City's Engineer of Record, and to the State of Florida Department of Environmental Protection (FDEP), and shall be delivered by him to the City upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the City of Record Drawings.

SP-43 RECORD DRAWINGS CERTIFICATION: The certification statement shall be as follows:

"I hereby certify that the as-built location information of the water and wastewater facilities shown on these drawings conforms to the Minimum Technical Standards for Land Surveying in the State of Florida, chapter 5J-17.052 (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Division of Consumer Services, Board of Professional Surveyors and Mappers in 2010, and that said as-builts are true and correct to the best of my knowledge and belief as surveyed under my direction."

SP-44 COMPLETION OF THE PROJECT: The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the City;
- All testing has been completed and results are satisfactory (including but not limited to Pipe Pressure Test, Concrete, and Compaction Tests);
- Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

SP-45 STORED MATERIALS: Payment for stored materials will made in accordance with Section 3.2 of the General Provisions.

SP-46 PAYMENT ADJUSTMENT: The following will apply: This Contract will *not* provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

SP-47 TERMINOLOGY: Throughout the Contract Documents, references to City or Owner shall, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to either the City's Engineer of Record for the Project, which is CDM Smith, or to the City's Utilities Engineering Manager.

The terms General Conditions and General Provisions are used interchangeably in the Contract Documents. The terms Special Conditions and Special Provisions are used interchangeably in the Contract Documents.

The term "Contract Documents" is used interchangeably with "Agreement."

SP-48 WORK HOURS: The Contractor shall conduct work between 7 A.M. and 3:30 P.M. Monday through Friday, which is defined as regular work hours. The Contractor shall not conduct work on Saturdays, Sundays, legal holidays or holidays observed by the City. Work conducted outside of the regular work hours and days shall be permitted only with written permission from the City. Any additional cost incurred by North Port Utilities and/or the Engineer of Record for work outside these hours will be paid by the Contractor.

SP-49 NOTIFICATIONS OF 48 HOURS: Wherever the technical specifications or plans indicate a minimum of 48 hours' notice to Owner/City or Engineer, this special provision shall prevail dictating a minimum of three (3) business days' notice to Owner/City or Engineer.

SP-50 QUALIFICATIONS/REFERENCES: Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor or Certified Underground Utilities Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Contractor shall submit a minimum of eight (8) recent (within the past five years) references of projects of similar size and scope involving manholes, frames and covers, Television Inspection, Gravity Sewer System Smoke Testing, Sewer Line and Manhole Cleaning, Manhole Rehabilitation, Temporary By-Pass Pumping, Monolithic Manhole Lining Systems, Cured in Place Pipe Lining, Sewer line joint testing, Cured in Place Spot Repair, Grouting Lateral Connections, lift station rehabilitations and grouting or any combination of services being offered to the City. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. **Technical Specifications have additional requirements, please review before submitting.**

Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein.

SP-51 LICENSE(S) REQUIREMENT: Certified General Contractor OR Certified Underground Utilities Contractor.

SP-52 CITY'S STATUS: The City shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The City has the authority as follows:

1. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
2. To reject all work which does not conform to the Contract.
3. To resolve questions which arise in the execution of the work.
4. To stop work whenever materials or shop drawings have not been approved prior to placement.

No additional time or compensation will be added to the Contract when stopping the work for the above listed reasons.

SP-53 CRITERIA FOR AWARD: The award shall be let to the lowest responsive, responsible bidder(s) who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the City indicates that the award will be in the best interest of the City. Contractors do not need to bid on all items. This contract may have multiple awards based on the unit prices for each Category. No equity of work assignments is guaranteed or implied.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

WORK ASSIGNMENTS

Work Assignment size may vary. No guarantee is expressed or implied as to the quantity of services.

All requests for changes to the resulting Agreement shall be made in writing and are subject to approval by the appropriate level of City authority.

All change orders, including no-cost change orders, to Work Assignments require approval by City Manager, at a minimum. Some change orders will require Commission approval.

An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work assignments and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

Any price adjustments for the subsequent one-year term(s) shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change, all items, as published by the United States Department of Labor, Bureau of Labor Statistics, <https://www.bls.gov/cpi/>.

The City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment, then the City may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no way includes an increase for profits or overhead. The City's Purchasing Division may require additional information to verify the price increase.

BID PRICES/TERM: The term of the contract shall be from date of award through and including September 30, 2026. The contract may be renewed at the same unit prices, terms, and conditions for three (3) additional one (1) year terms, by mutual agreement.

END OF SECTION IV

Name (printed): _____ Title: _____

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN	
RFB #: _____	
RFB TITLE: _____	
DATE DUE: _____	
TIME DUE: _____	
SUBMITTED BY: _____ (Name of Company)	
_____	_____
e-mail address	Telephone
Deliver to:	
City of North Port Finance Department - Purchasing Division Keith Raney, Contract Administrator II 4970 City Hall, 3 RD Floor, Suite 337 North Port, Florida 34286	
RFB NO. 2023-40 INFLOW AND INFILTRATION REHABILITATION	

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

ATTACHMENT 2:

BID SCHEDULE IN EXCEL FORMAT

SEPARATE ATTACHMENT

- DO NOT RECREATE
- SUBMIT AN (1) ORIGINAL AND (1) HARD COPY
- DO NOT PDF EXCEL SPREADSHEET SAVE IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. DO NOT RECREATE FORM. All GREEN spaces in the Bid Form to be filled. *Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the spaces. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

ATTACHMENT 1: INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein 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 contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Requirements:

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$2,000,000
- Each Occurrence \$2,000,000
- products and completed ops \$2,000,000
- damage to rented premises \$100,000

- a) The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
- Bodily Injury (per person) \$1,000,000
- Bodily Injury (per accident) \$1,000,000
- Property Damage (per accident) \$1,000,000

- The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- Policy shall contain a waiver of subrogation against the City of North Port.

4. **Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)**

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

Workers' Compensation Employers' Liability

- Each Accident, each employee, bodily injury or disease \$1,000,000
 - a. Policy shall contain a waiver of subrogation against the City of North Port.
 - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

GENERAL REQUIREMENTS:

A. The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed

by the Contractor for the City. It is the Contractor's responsibility to notify their 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, agrees 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 the Contractor or its agents may be responsible for.

C. POLICY FORM:

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - 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 shall 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 Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall 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.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall 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.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor 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.
8. 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 shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the

insurance carrier shall certify compliance with the insurance requirements provided herein.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME _____ **TITLE** _____

AUTHORIZED SIGNATURE _____ **DATE** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 3:
BID FORM**

Name of Bidder/Company Name: _____

Business Address: _____

City/State/Zip Code: _____

Bidder/Company Telephone Number: _____

E-mail Address: _____

Contractor License #: _____

FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2023-40 INFLOW AND INFILTRATION REHABILITATION** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL:

_____ \$ _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 4:
STATEMENT OF ORGANIZATION**

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name _____

Telephone # _____ **E-Mail** _____ **Fax #** _____

Main Office Address _____

City _____ **State** _____ **Zip Code** _____
Address of Office Servicing City of North Port, if different than above: ___ SAME AS ABOVE

Office Address _____

City _____ **State** _____ **Zip Code** _____

Telephone # _____ **E-mail** _____ **Fax #** _____

Name & Title of Firm Representative _____

Federal Identification Number: _____

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: _____ Yes or _____ No

If not a Florida Corporation,
 In what state was it created: _____
 Name as spelled in that State: _____

What kind of corporation is it: _____ "For Profit" or
 _____ "Not for Profit"

Is it in good standing: _____ Yes or _____ No

Authorized to transact business in Florida: _____ Yes or _____ No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: _____ Yes or _____ No

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida): _____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day
of _____ 20____, by _____.

Notary Public – State of Florida

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

Date: _____
Signed (Person authorized to bind the company): _____
Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITT

**ATTACHMENT 5:
ADDENDA AND BOND INFORMATION**

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

LETTER OF BONDABILITY AND PERFORMANCE/PAYMENT

This bid does not require a Bid Bond, however the Bidder must submit with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor’s bid is under \$500,000.00, and A- (Excellent) or better if Contractor’s bid is over \$500,000.00.

If the surety agent is named on the Surety’s Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety’s agent will be allowed as long as a copy of the Surety’s Power of Attorney documenting said appointment is included with the Letter of Bondability.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Division at the time of the pre-construction meeting.

All contract documents (i.e.; performance and payment bond, cashier’s check, Letter of bondability) shall be in the name of “City of North Port”.

Date: _____
 Signed (Person authorized to bind the company): _____
 Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 6:
EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

Equipment is located at: _____

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition.

List the condition of equipment/vehicles utilized for this project in accordance with the following scale:

1-Excellent: 2-Good: 3-Fair: 4-Poor. (Attach additional sheets, if required.)

Description Leased/Owned	Manufacturer	Year	Condition
1. _____			
2. _____			
3. _____			

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2023-40 INFLOW AND INFILTRATION REHABILITATION**. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. _____
2. _____
3. _____

SUPPLIER(S)

1. _____
2. _____
3. _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 7:
QUALIFICATIONS AND REFERENCES**

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor or Certified Underground Utilities Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Contractor shall submit a minimum of three (3) recent (within the past five years) references of projects of similar size and scope involving manholes, frames and covers, Television Inspection, Gravity Sewer System Smoke Testing, Sewer Line and Manhole Cleaning, Manhole Rehabilitation, Temporary By-Pass Pumping, Monolithic Manhole Lining Systems, Cured in Place Pipe Lining, Sewer line joint testing, Cured in Place Spot Repair, Grouting Lateral Connections and all associated testing, miscellaneous work, restoration, and clean-up. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. **Technical Specifications have additional requirements, please review before submitting.**

1. Business/Customer Name: _____
 Name of Contact Person/Title: _____
 Telephone# _____ Fax _____ E-mail _____
 Address _____
 Phone Number _____
 Duration of Contract or business relationship _____
 Type of Services Provided _____
 Contract Period: FROM _____ TO _____
 Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: _____
 Name of Contact Person/Title: _____
 Telephone# _____ Fax _____ E-mail _____
 Address _____
 Phone Number _____
 Duration of Contract or business relationship _____
 Type of Services Provided _____
 Contract Period: FROM _____ TO _____
 Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____
 Signed (*Person authorized to bind the company*): _____
 Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

3. Business/Customer Name: _____
Name of Contact Person/Title: _____
Telephone# _____ Fax _____ E-mail _____
Address _____
Contract Period: FROM _____ TO _____
Contract Price \$ _____ Contract Price at Completion of the Project \$ _____
Phone Number _____
Duration of Contract or business relationship _____
Type of Services Provided _____
Contract Period: FROM _____ TO _____
Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____
Name of Contact Person/Title: _____
Telephone# _____ Fax _____ E-mail _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____
Type of Services Provided _____
Contract Period: FROM _____ TO _____
Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 8:
NON-COLLUSIVE AFFIDAVIT**

Before me, the undersigned authority ("Affiant"), personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. Affiant is the _____ of _____, 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 _____, 20_____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2023, by _____.

Notary Public

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 9:
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

Printed Name

Title

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 10:
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, _____, 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 #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor’s Authorized Representative

Name and Title of Contractor’s Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2023, by _____.

Notary Public – State of Florida

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 11:
DRUG FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (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

Printed Name

Title

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 12:

AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____
County of _____

Before me, the undersigned authority, personally appeared: _____
who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached proposal:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is:

AND

4. I affirm that at least fifty percent (50%) of the Bidder’s employees are residents of the City of North Port. If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder’s submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2022, by _____.

Notary Public – State of Florida

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

This page to be returned ONLY if Contractor is claiming a Local Business Status.

AFFIDAVIT

Claiming Status as a North Port Local Business

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____

County of _____

Before me, the undersigned authority, personally appeared: _____
who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of
_____, the Bidder that has submitted the attached bid:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is

AND

4. I affirm that at least fifty percent (50%) of the Bidder’s employees are residents of the City of North Port.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder’s submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this ___ day of _____ 2022, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
(If applicable)

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

1. _____ This
Statement is submitted with Bid No. 2023-33 for the **construction of the Sumter Boulevard Utility Extensions.**

Sworn

2. This Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ (PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of _____ with the above entity.

4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.

5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated \$_____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: _____

7. The undersigned has appropriated \$_____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures: _____

8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 20____, by _____.

Notary Public – State of Florida

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 13:
SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: _____
Authorized Representative Name and Title: _____
Address: _____ City: _____ State: _____ ZIP: _____
Phone Number: _____ Email Address: _____

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

Name

Title

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 14:
LOBBYING CERTIFICATION**

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day _____ of 20_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City 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 either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 20_____ .

By: _____

(Printed Name)

(Title)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this ____ day of _____ 20_____, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 15:

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: _____ (Vendor’s Company Name)

_____ (Vendor signature)

_____ (Vendor’s name printed)

_____ (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____.

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

CITY OF NORTH PORT

PERFORMANCE AND PAYMENT BOND

In compliance with F.S. Chapter 255.05(10(a) and Code of the City of North Port Sec. 2-414

BOND NO.:

BOND AMOUNT:

\$

CONTRACTOR NAME:

PRINCIPAL ADDRESS:

PRINCIPAL PHONE NO.:

SURETY COMPANY NAME:

SURETY AGENT:

PRINCIPAL ADDRESS:

PRINCIPAL PHONE NO.:

CITY NAME:

PRINCIPAL ADDRESS:

City of North Port, Florida

4970 City Hall Boulevard

North Port, Florida 34286

CITY CONTACT PHONE NO.:

(941)

CONTRACT NO.: (if applicable)

PROJECT ADDRESS:

(if applicable)

DESCRIPTION OF PROJECT:

(if applicable)

DESCRIPTION OF

IMPROVEMENT:

By this Bond, we, _____, as Principal, hereinafter called Contractor, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, as Surety, hereinafter called Surety, are held firmly bound unto the City of North Port, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, entered into a contract with City for

In accordance with drawings and specifications prepared by _____

Which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if Contractor:

1. Performs the Contract dated _____, between Contractor and City for construction of **RFB 2023-08 SUMTER UTILITY EXTENSIONS**, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
 3. Pays City all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract; and
 4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by City under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

In witness whereof, the said Contractor and Surety have signed and sealed this instrument

Principal

By:

As President

(SEAL)

Surety

By:

Any Claims under this bond may be addressed to
(name and address of Surety):

Telephone No: _____

Name and address of agent or representative in Florida if different from above:

Telephone No: _____

“SAMPLE”
CONTRACT (SUBJECT TO CHANGE)



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



June 14, 2023
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2023-40 Inflow and Infiltration Rehabilitation

DUE DATE July 11, 2023

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strikethroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: What is your annual budget for this contract proposed to be?

1A: The annual budget is \$300,000.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@northportfl.gov

Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



June 16, 2023
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2023-40 Inflow and Infiltration Rehabilitation

DUE DATE July 11, 2023

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strikethroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: Does the City have previous bid tabulations of similar project scope?

1A: **Please see attached bid comparison for RFB 2020-41.**

2Q: Could the owner, engineer please approve Ferratex as an approved CIPP product? Please see attached submittal package

2A: **Upon selection of contractors should they submit Ferratex as an approved equal the City will review the product submittal for approval at that time. Please read Section 012500 of the Technical Specifications.**

3Q: Do we have to bid all line items?

3A: **No**

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@northportfl.gov

Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



June 28, 2023
ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2023-40 Inflow and Infiltration Rehabilitation

DUE DATE July 11, 2023

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strikethroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: Section 012000 paragraph 1.2,B – mentions lump sum price for mobilization/demobilization not exceeding 5% of total bid, will the city add a bid item for mod/demob?

1A: **No, for this project mobilization/demobilization is incidental to work assignment/construction project and to be included in the bid items.**

2Q: Is there a specification/approved products list for bid items 13 thru 22?

2A: **Refer to project specifications included with this bid package.**

3Q: Will the City approve S1E - Pipe Patch as an approved equal for the sectionals? Please see attached TDS.

3A: **Submittals will be reviewed by the City once a contractor has been selected and their contract has been approved.**

4Q: Will the City approve Quadex Structure Guard as an approved equal for the epoxy manhole rehab items? Please see attached TDS.

4A: **Submittals will be reviewed by the City once a contractor has been selected and their contract has been approved.**

5Q: Will the City add a Bid Item(s) for the smoke testing?

5A: **No separate bid item for smoke testing.**

6Q: Will the City add a Bid Item(s) for Bypass Pumping by size pipe? i.e., 8-inch flow, 10-inch flow, etc?

6A: **No, this work is incidental to other bid items.**

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@northportfl.gov

Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



June 29, 2023
ADDENDUM 4

TO: PROSPECTIVE BIDDERS

RE: RFP NO. 2023-40 Inflow and Infiltration Rehabilitation

DUE DATE July 11, 2023

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: The previous contract had multiple vendors and all of the work was given to one vendor, Insituform. Will the City award multiple Vendors or just one

1A: **As noted in the solicitation, the City may award to multiple vendors or to a single vendor.**

2Q: What is the engineer's estimate for this particular project?

2A: **The budget is \$300,00 a year, not for a particular project.**

3Q: With the results of the similar bid that were given in Addendum 2, Can the City tell us what the date of that project was?

3A: **The previous bid was a master agreement as well and work was issued via work assignments.**

4Q: Can the City clarify if a Bid Bond is or isn't needed?

4A: **Page 57 of the solicitation states a letter of bondability must be submitted. Performance and Payment bonds will be part of the work assignment process.**

5Q: Once the NTP has been issued, how many days does the contractor have to complete the work?

5A: **This is a master agreement and the work will be issued via work assignments. NTP will be part of the work assignment process.**

6Q: Are there liquidated damages on this project? If so, what are they?

6A: **This is a master agreement and the work will be issued via work assignments. Liquidated damages will be part of the work assignment process.**

7Q: If bids come in higher than the \$300k budget. Will the City reduce quantities on all items proportionately or will some work be prioritized, and other work dropped off entirely?

7A: **The \$300,000 is the annual budget for these services. This is a master agreement and the work will be issued via work assignments.**

8Q: For the connection liners: How far up into the connection is the liner required to go?

8A: **All liners will have the limits of the lining identified in each work assignment.**

9Q: Does the City know if there are any existing clean-outs?

9A: **At this point the City has not identified areas of work so this question is not answerable at the moment.**

10Q: Will the City add a line item to distinguish between “normal cleaning” of the sewer pipes and “heavy cleaning”?

10A: **No.**

11Q: For CIPP Spot Repairs and Connection Liners does the City require post video documentation from one manhole to the other or just of the repair itself?

11A: **Post repair documentation can be of just the repaired area itself.**

12Q: What is the approximate time span from when the City performs the CCTV/Assessment, and the contractor gets the notice to proceed?

12A: **There is no specific correlation between the City performing CCTV assessment the time a work assignment may be developed.**

13Q: For the CIPP Spot Repair that is intended to repair a mainline liner that has shrunk, how far beyond the shrinkage should the spot repair extend?

13A: **As noted in Number 8 above, all liners will have the limits of the lining identified in each work assignment.**

14Q: It states that the CIPP Spot Repairs shall have a minimum length of 3’ and maximum length of 30’. With this large span of footage, it forces the contractor to err on the side of caution and assume they are all 3’ liners. By doing so, this would artificially inflate the cost of a much longer spot repair. Would the City consider using 3’ as a base length and then a cost per foot for every foot beyond that? This would ensure that the contractor knows exactly what he is bidding on and the City is not paying for liner footage that may or may not be installed.

14A: **No.**

15Q: Since the exact locations have not been identified yet there is no way for a contractor to account for costs associated with traffic control beyond cones and signs or backyard accesses should they exist. Would the City consider adding a line item for those two items.

15A: **No.**

16Q: Under “Service Reinstatements” it states that they should be opened up from 90% to 100%. If any of these services are going to be scheduled for grout or connection lining, a reduction in the connection opening could inhibit the grout packer and/or cause the connection liner to wrinkle. Would the City consider changing this to 100% open?

16A: **No, however, if the selected contractor wants to open all the reinstatements to 100%, the City will not object.**

17Q: Does the City have an air testing specification outlined for this project?

17A: **All specifications for the project have been included in the project solicitation.**

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@northportfl.gov

Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.4



July 6, 2023

ADDENDUM 5

TO: PROSPECTIVE BIDDERS
RE: RFB NO. 2023-40 Inflow and Infiltration Rehabilitation
DUE DATE: July 11, 2023, at 2 p.m. (EST)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

ITEM 1: ADDITIONAL INFORMATION AS A RESULT OF STATE LEGISLATION

A1: ADD THE FOLLOWING TO THE INSTRUCTIONS TO BIDDERS, page 19:

49 Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701:

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

A2: Terms and conditions shall follow in the required contract per State Legislation for the following Chapters:

Chapter 2023-40 Immigration (E-verify) (See attached)

ADD THE FOLLOWING TO THE INSTRUCTIONS TO BIDDERS, page 19.

50. Verification of Employment Status - Everify

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with City of North Port. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term.



The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If City of North Port terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by City of North Port as a result of the termination of the contract.

A3. Terms and conditions shall follow in the required contract and future solicitations per State Legislation for the following Chapters:

Chapter 2023-134 Timely Payment For Purchases Of Construction Services (**See attached**)

Firms are required to acknowledge receipt of this addendum on their bid form. All other terms and conditions of the original bid and contract documents remain the same.

Keith Raney

Keith Raney
Contract Administrator II
Finance Department/ Purchasing Division
4970 City Hall Blvd, Ste 337
North Port, Florida 34286
E-Mail: kraney@northportfl.gov

Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.

End of Addendum No.5

CHAPTER 2023-40

Committee Substitute for Committee Substitute for Senate Bill No. 1718

An act relating to immigration; creating ss. 125.0156 and 166.246, F.S.; prohibiting counties and municipalities, respectively, from providing funds to any person, entity, or organization to issue identification documents to an individual who does not provide proof of lawful presence in the United States; creating s. 322.033, F.S.; specifying that certain driver licenses and permits issued by other states exclusively to unauthorized immigrants are not valid in this state; requiring law enforcement officers and authorized representatives of the Department of Highway Safety and Motor Vehicles to cite a person driving with a specified invalid license; requiring the department to maintain a list on its website of out-of-state classes of driver licenses that are invalid in this state; amending s. 322.04, F.S.; revising the circumstances under which certain persons are exempt from obtaining a driver license; creating s. 395.3027, F.S.; requiring certain hospitals to collect patient immigration status data information on admission or registration forms; requiring hospitals to submit quarterly reports to the Agency for Health Care Administration containing specified information; requiring the agency to submit an annual report to the Governor and the Legislature containing specified information; authorizing the agency to adopt rules; prohibiting rules requiring the disclosure of certain information; amending s. 448.09, F.S.; requiring the Department of Economic Opportunity to enter a certain order and require repayment of certain economic development incentives if the department finds or is notified that an employer has knowingly employed an unauthorized alien without verifying the employment eligibility of such person; deleting provisions relating to a first violation of specified provisions; providing penalties, including a probationary period and suspension and revocation of all licenses of employers; deleting criminal penalties for second and subsequent violations of specified provisions; deleting a provision providing construction; providing criminal penalties for certain aliens who knowingly use false identification documents or who fraudulently use identification documents of another person for the purpose of obtaining employment; making technical changes; amending s. 448.095, F.S.; revising definitions; requiring an employer to verify a new employee's employment eligibility within 3 business days after the first day the new employee begins working for pay; requiring public agencies to use the E-Verify system to verify a new employee's employment eligibility; requiring private employers with a certain number of employees to use the E-Verify system to verify a new employee's employment eligibility, beginning on a certain date; requiring employers to certify use of the E-Verify system on unemployment compensation or reemployment assistance system returns; requiring employers to use a certain form if the E-Verify system is unavailable; requiring employers to retain specified documentation for a certain

number of years; prohibiting an employer from continuing to employ an unauthorized alien after obtaining knowledge that a person is or has become an unauthorized alien; providing an exception; authorizing specified persons or entities to request, and requiring an employer to provide, copies of specified documentation; creating a certain rebuttable presumption that the employer has not violated specified provisions with respect to the employment of an unauthorized alien; establishing an affirmative defense to an allegation that the employer has not violated specified provisions with respect to the employment of an unauthorized alien; requiring a public agency to require in any contract that a contractor or subcontractor register with and use the E-Verify system; prohibiting a public agency, contractor, or subcontractor from entering into a contract unless each party to the contract registers with and uses the E-Verify system; requiring the termination of certain contracts under specified conditions; authorizing a public agency, contractor, or subcontractor to file a cause of action to challenge a termination; specifying required departmental action to ensure compliance with specified provisions; requiring the department to impose fines against employers under certain circumstances; providing for the deposit of such fines; providing construction; conforming provisions to changes made by the act; amending s. 454.021, F.S.; deleting a provision authorizing an unauthorized immigrant to obtain a license to practice law in this state under certain circumstances; providing applicability; amending s. 787.07, F.S.; providing criminal penalties for persons who knowingly and willfully violate, or who reasonably should know and violate, certain provisions relating to the transporting into this state of individuals who entered the United States unlawfully and without inspection by the Federal Government; providing criminal penalties for persons who transport minors into this state in violation of certain provisions; providing for enhanced criminal penalties; defining the term “conviction”; providing circumstances that give rise to a certain inference; requiring that persons who violate certain provisions be held in custody; making technical changes; amending s. 895.02, F.S.; revising the definition of the term “racketeering activity”; amending s. 908.104, F.S.; specifying that a state entity, local governmental entity, or law enforcement agency, or an employee, an agent, or a representative of the entity or agency, may not prohibit or in any way restrict a law enforcement agency from sending the applicable information obtained pursuant to certain provisions to a federal immigration agency; amending s. 943.03, F.S.; requiring the Department of Law Enforcement to coordinate and direct the law enforcement, initial emergency, and other initial responses in matters dealing with the Federal Government in federal immigration law enforcement and responses to immigration enforcement incidents within or affecting this state; amending s. 943.03101, F.S.; revising legislative findings and determinations; amending s. 943.0311, F.S.; revising the required duties of the Chief of Domestic Security; requiring the chief to regularly coordinate random audits pursuant to specified provisions and notify the Department of Economic Opportunity of any violations; amending s. 943.0312, F.S.; revising legislative findings; requiring that each task force cooperate with and

provide assistance to the Federal Government in the enforcement of federal immigration laws within or affecting this state in compliance with specified provisions, in accordance with the state's domestic security strategic goals and objectives; requiring the Chief of Domestic Security to, in conjunction with specified entities, identify appropriate equipment and training needs, curricula, and materials related to the effective response to immigration enforcement incidents; requiring that each regional domestic security task force, working in conjunction with specified entities, work to ensure that hate-driven acts against ethnic groups that may have been targeted as a result of immigration enforcement incidents within or affecting this state are appropriately investigated and responded to; amending s. 943.0313, F.S.; revising legislative findings; requiring the Domestic Security Oversight Council to make recommendations to the Governor and the Legislature regarding the expenditure of funds and allocation of resources related to cooperating with and providing assistance to the Federal Government in the enforcement of federal immigration laws; expanding the list of persons whom the council may invite to attend and participate in its meetings as ex officio, nonvoting members; revising the duties of the council; amending s. 943.325, F.S.; revising the definition of the term "qualifying offender" to include certain persons who are the subject of an immigration detainer issued by a federal immigration agency; requiring certain qualifying offenders to submit DNA samples at a specified time; requiring law enforcement agencies to immediately take DNA samples from certain qualifying offenders under certain circumstances; amending ss. 394.9082 and 409.996, F.S.; conforming provisions to changes made by the act; providing an appropriation; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.0156, Florida Statutes, is created to read:

125.0156 Restriction on providing funds for identification documents.
A county may not provide funds to any person, entity, or organization for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

Section 2. Section 166.246, Florida Statutes, is created to read:

166.246 Restriction on providing funds for identification documents.—A municipality may not provide funds to any person, entity, or organization for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

Section 3. Section 322.033, Florida Statutes, is created to read:

322.033 Unauthorized aliens; invalid out-of-state driver licenses.—

(1) If a driver license is of a class of licenses issued by another state exclusively to undocumented immigrants who are unable to prove lawful

presence in the United States when the licenses are issued, the driver license, or other permit purporting to authorize the holder to operate a motor vehicle on public roadways, is invalid in this state and does not authorize the holder to operate a motor vehicle in this state. Such classes of licenses include licenses that are issued exclusively to undocumented immigrants or licenses that are substantially the same as licenses issued to citizens, residents, or those lawfully present in the United States but have markings establishing that the license holder did not exercise the option of providing proof of lawful presence.

(2) A law enforcement officer or other authorized representative of the department who stops a person driving with an invalid license as described in subsection (1) and driving without a valid license shall issue a citation to the driver for driving without a license in violation of s. 322.03.

(3) The department, to facilitate the enforcement of this section and to aid in providing notice to the public and visitors of invalid licenses, shall maintain on its website a list of out-of-state classes of driver licenses that are invalid in this state.

Section 4. Section 322.04, Florida Statutes, is amended to read:

322.04 Persons exempt from obtaining driver license.—

(1) The following persons are exempt from obtaining a driver license:

(a) Any employee of the United States Government, while operating a noncommercial motor vehicle owned by or leased to the United States Government and being operated on official business.

(b) Any person while driving or operating any road machine, farm tractor, or implement of husbandry temporarily operated or moved on a highway.

(c) A nonresident who is at least 16 years of age and who has in his or her immediate possession a valid noncommercial driver license issued to the nonresident in his or her home state or country operating a motor vehicle of the type for which a Class E driver license is required in this state, if the nonresident's license is not invalid under s. 322.033 relating to proof of the licensee's lawful presence in the United States.

(d) A nonresident who is at least 18 years of age and who has in his or her immediate possession a valid noncommercial driver license issued to the nonresident in his or her home state or country operating a motor vehicle, other than a commercial motor vehicle, in this state, if the nonresident's license is not invalid under s. 322.033 relating to proof of the licensee's lawful presence in the United States.

(e) Any person operating a golf cart, as defined in s. 320.01, which is operated in accordance with the provisions of s. 316.212.

(2) This section does not apply to any person to whom s. 322.031 applies.

(3) Any person working for a firm under contract to the United States Government whose residence is outside this state and whose main point of employment is outside this state may drive a noncommercial vehicle on the public roads of this state for periods up to 60 days while in this state on temporary duty, if the person has a valid driver license from the state of the person's residence and if the license is not invalid under s. 322.033 relating to proof of the licensee's lawful presence in the United States.

Section 5. Section 395.3027, Florida Statutes, is created to read:

395.3027 Patient immigration status data collection.—

(1) Each hospital that accepts Medicaid must include a provision on its patient admission or registration forms for the patient or the patient's representative to state or indicate whether the patient is a United States citizen or lawfully present in the United States or is not lawfully present in the United States. The inquiry must be followed by a statement that the response will not affect patient care or result in a report of the patient's immigration status to immigration authorities.

(2) Each hospital must submit a quarterly report to the agency within 30 days after the end of each calendar quarter which reports the number of hospital admissions or emergency department visits within the previous quarter which were made by a patient who indicated that he or she was a citizen of the United States or lawfully present in the United States, was not lawfully present in the United States, or declined to answer.

(3) By March 1 of each year, the agency shall submit a report to the Governor, the President of the Senate, and the Speaker of the House of Representatives which includes the total number of hospital admissions and emergency department visits for the previous calendar year for which the patient or patient's representative reported that the patient was a citizen of the United States or lawfully present in the United States, was not lawfully present in the United States, or declined to answer. The report must also describe information relating to the costs of uncompensated care for aliens who are not lawfully present in the United States, the impact of uncompensated care on the cost or ability of hospitals to provide services to the public, hospital funding needs, and other related information.

(4) The agency may adopt rules relating to the format and information to be contained in quarterly reports and the acceptable formats for hospitals to use in requesting information regarding a patient's immigration status on hospital admission or registration forms. The rules may not require the disclosure of patient names or any other personal identifying information to the agency.

Section 6. Effective July 1, 2024, section 448.09, Florida Statutes, is amended to read:

448.09 Unauthorized aliens; employment prohibited.—

(1) ~~It is shall be unlawful for any person to knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within this the state, an alien who is not duly authorized to work by the immigration laws of the United States, or the Attorney General of the United States, or the United States Secretary of the Department of Homeland Security.~~

(2) If the Department of Economic Opportunity finds or is notified by an entity specified in s. 448.095(3)(a) that an employer has knowingly employed an unauthorized alien without verifying the employment eligibility of such person, the department must enter an order pursuant to chapter 120 making such determination and require repayment of any economic development incentive pursuant to s. 288.061(6) The first violation of subsection (1) shall be a noncriminal violation as defined in s. 775.08(3) and, upon conviction, shall be punishable as provided in s. 775.082(5) by a civil fine of not more than \$500, regardless of the number of aliens with respect to whom the violation occurred.

(3) For a violation of this section, the department shall place the employer on probation for a 1-year period and require that the employer report quarterly to the department to demonstrate compliance with the requirements of subsection (1) and s. 448.095.

(4) Any violation of this section which takes place within 24 months after a previous violation constitutes grounds for the suspension or revocation of all licenses issued by a licensing agency subject to chapter 120. The department shall take the following actions for a violation involving:

(a) One to 10 unauthorized aliens, suspension of all applicable licenses held by a private employer for up to 30 days by the respective agencies that issued them.

(b) Eleven to 50 unauthorized aliens, suspension of all applicable licenses held by a private employer for up to 60 days by the respective agencies that issued them.

(c) More than 50 unauthorized aliens, revocation of all applicable licenses held by a private employer by the respective agencies that issued them Any person who has been previously convicted for a violation of subsection (1) and who thereafter violates subsection (1), shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Any such subsequent violation of this section shall constitute a separate offense with respect to each unauthorized alien.

(5) An alien who is not duly authorized to work by the immigration laws of the United States, the Attorney General of the United States, or the United States Secretary of the Department of Homeland Security and who knowingly uses a false identification document or who fraudulently uses an

identification document of another person for the purpose of obtaining employment commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

Section 7. Effective upon becoming a law, section 448.095, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 448.095, F.S., for present text.)

448.095 Employment eligibility.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Contractor” means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration.

(b) “Employee” means an individual filling a permanent position who performs labor or services under the control or direction of an employer that has the power or right to control and direct the employee in the material details of how the work is to be performed in exchange for salary, wages, or other remuneration. An individual hired for casual labor, as defined in s. 443.036, which is to be performed entirely within a private residence is not an employee of an occupant or owner of a private residence. An independent contractor, as defined in federal laws or regulations, hired to perform a specified portion of labor or services is not an employee.

(c) “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

(d) “Public agency” means any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, state, county, city, town, village, municipality, or any other separate unit of government created or established pursuant to law, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(e) “Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

(f) “Unauthorized alien” means an individual who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324a(h)(3). The term must be interpreted consistently with that section and any applicable federal rules or regulations.

(2) EMPLOYMENT VERIFICATION.—

(a) An employer shall verify each new employee's employment eligibility within 3 business days after the first day that the new employee begins working for pay as required under 8 C.F.R. s. 274a.

(b)1. A public agency shall use the E-Verify system to verify a new employee's employment eligibility as required under paragraph (a).

2. Beginning on July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility as required under paragraph (a).

3. Each employer required to use the E-Verify system under this paragraph must certify on its first return each calendar year to the tax service provider that it is in compliance with this section when making contributions to or reimbursing the state's unemployment compensation or reemployment assistance system. An employer that voluntarily uses the E-Verify system may also make such a certification on its first return each calendar year in order to document such use.

(c) If the E-Verify system is unavailable for 3 business days after the first day that the new employee begins working for pay and an employer cannot access the system to verify a new employee's employment eligibility, the employer must use the Employment Eligibility Verification form (Form I-9) to verify employment eligibility. The unavailability of the E-Verify system does not bar the employer from using the rebuttable presumption established in paragraph (4)(a). An employer must document the unavailability of the E-Verify system by retaining a screenshot from each day which shows the employer's lack of access to the system, a public announcement that the E-Verify system is not available, or any other communication or notice recorded by the employer regarding the unavailability of the system.

(d) The employer must retain a copy of the documentation provided and any official verification generated, if applicable, for at least 3 years.

(e) An employer may not continue to employ an unauthorized alien after obtaining knowledge that a person is or has become an unauthorized alien.

(f) An employee leasing company licensed under part XI of chapter 468 which enters into a written agreement or understanding with a client company which places the primary obligation for compliance with this section upon the client company is not required to verify employment eligibility of any new employees of the client company. In the absence of a written agreement or understanding, the employee leasing company is responsible for compliance with this section. Such employee leasing company shall, at all times, remain an employer as otherwise defined in federal laws or regulations.

(3) ENFORCEMENT.—

(a) For the purpose of enforcement of this section, any of the following persons or entities may request, and an employer must provide, copies of any documentation relied upon by the employer for the verification of a new employee's employment eligibility:

1. The Department of Law Enforcement;
2. The Attorney General;
3. The state attorney in the circuit in which the new employee works;
4. The statewide prosecutor; or
5. The Department of Economic Opportunity.

(b) A person or an entity that makes a request under paragraph (a) must rely upon the Federal Government to verify an employee's employment eligibility and may not independently make a final determination as to whether an employee is an unauthorized alien.

(4) DEFENSES.—

(a) An employer that uses the E-Verify system or, if that system is unavailable, the Employment Eligibility Verification form (Form I-9) as provided in paragraph (2)(c), with respect to the employment of an unauthorized alien has established a rebuttable presumption that the employer has not violated s. 448.09 with respect to such employment.

(b) An employer that uses the same documentation that is required by the United States Citizenship and Immigration Services on its Employment Eligibility Verification form (Form I-9) with respect to the employment of an unauthorized alien, has established an affirmative defense that the employer has not violated s. 448.09 with respect to such employment.

(5) PUBLIC AGENCY CONTRACTING.—

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c)1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(6) COMPLIANCE.—

(a) In addition to the requirements under s. 288.061(6), beginning on July 1, 2024, if the Department of Economic Opportunity determines that an employer failed to use the E-Verify system to verify the employment eligibility of employees as required under this section, the department must notify the employer of the department's determination of noncompliance and provide the employer with 30 days to cure the noncompliance.

(b) If the Department of Economic Opportunity determines that an employer failed to use the E-Verify system as required under this section three times in any 24-month period, the department must impose a fine of \$1,000 per day until the employer provides sufficient proof to the department that the noncompliance is cured. Noncompliance constitutes grounds for the suspension of all licenses issues by a licensing agency subject to chapter 120 until the noncompliance is cured.

(c) Fines collected under this subsection must be deposited into the State Economic Enhancement and Development Trust Fund for use by the department for employer outreach and public notice of the state's employment verification laws.

(7) CONSTRUCTION.—

(a) This section must be enforced without regard to race, color, or national origin and must be construed in a manner so as to be fully consistent with any applicable federal laws or regulations.

(b) The requirements to use the E-Verify system under this section do not apply in any federal fiscal year in which the system is not funded by the Federal Government.

(c) This section shall expire 60 days after the E-Verify system is no longer a pilot program, and the Federal Government requires the use of the E-Verify system by all employers in the United States.

Section 8. Effective November 1, 2028, subsection (3) of section 454.021, Florida Statutes, is amended to read:

454.021 Attorneys; admission to practice law; Supreme Court to govern and regulate.—

~~(3) Upon certification by the Florida Board of Bar Examiners that an applicant who is an unauthorized immigrant who was brought to the United States as a minor; has been present in the United States for more than 10 years; has received documented employment authorization from the United States Citizenship and Immigration Services (USCIS); has been issued a social security number; if a male, has registered with the Selective Service System if required to do so under the Military Selective Service Act, 50 U.S.C. App. 453; and has fulfilled all requirements for admission to practice law in this state, the Supreme Court of Florida may admit that applicant as an attorney at law authorized to practice in this state and may direct an order be entered upon the court's records to that effect.~~

Section 9. The repeal of s. 454.021(3), Florida Statutes, by this act does not affect the validity of any license to practice law issued pursuant to that subsection before November 1, 2028.

Section 10. Section 787.07, Florida Statutes, is amended to read:

787.07 Human smuggling.—

(1) Except as provided in subsections (3), (4), and (5), a person who knowingly and willfully transports into this state an individual whom who the person knows, or reasonably should know, has entered is illegally entering the United States in violation of law and has not been inspected by the Federal Government since his or her unlawful entry from another country commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(2) A person commits a separate offense for each individual he or she transports into this state in violation of this section.

(3) A person who transports a minor into this state in violation of subsection (1) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(4) A person who commits five or more separate offenses under this section during a single episode commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(5)(a) A person with a prior conviction under this section who commits a subsequent violation of this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) As used in paragraph (a), the term “conviction” means a determination of guilt that is the result of a plea agreement or a trial, regardless of whether adjudication is withheld or a plea of nolo contendere is entered.

(6) Proof that a person knowingly and willfully presented false identification or gave false information to a law enforcement officer who is conducting an investigation for a violation of this section gives rise to an inference that such person was aware that the transported individual has entered the United States in violation of the law and had not been inspected by the Federal Government since his or her unlawful entry.

(7) A person who is arrested for a violation of this section must be held in custody until brought before the court for admittance to pretrial release in accordance with chapter 903.

Section 11. Paragraph (a) of subsection (8) of section 895.02, Florida Statutes, is amended to read:

895.02 Definitions.—As used in ss. 895.01-895.08, the term:

(8) “Racketeering activity” means to commit, to attempt to commit, to conspire to commit, or to solicit, coerce, or intimidate another person to commit:

(a) Any crime that is chargeable by petition, indictment, or information under the following provisions of the Florida Statutes:

1. Section 210.18, relating to evasion of payment of cigarette taxes.
2. Section 316.1935, relating to fleeing or attempting to elude a law enforcement officer and aggravated fleeing or eluding.
3. Chapter 379, relating to the illegal sale, purchase, collection, harvest, capture, or possession of wild animal life, freshwater aquatic life, or marine life, and related crimes.
4. Section 403.727(3)(b), relating to environmental control.
5. Section 409.920 or s. 409.9201, relating to Medicaid fraud.
6. Section 414.39, relating to public assistance fraud.
7. Section 440.105 or s. 440.106, relating to workers’ compensation.

8. Section 443.071(4), relating to creation of a fictitious employer scheme to commit reemployment assistance fraud.
9. Section 465.0161, relating to distribution of medicinal drugs without a permit as an Internet pharmacy.
10. Section 499.0051, relating to crimes involving contraband, adulterated, or misbranded drugs.
11. Part IV of chapter 501, relating to telemarketing.
12. Chapter 517, relating to sale of securities and investor protection.
13. Section 550.235 or s. 550.3551, relating to dogracing and horse-racing.
14. Chapter 550, relating to jai alai frontons.
15. Section 551.109, relating to slot machine gaming.
16. Chapter 552, relating to the manufacture, distribution, and use of explosives.
17. Chapter 560, relating to money transmitters, if the violation is punishable as a felony.
18. Chapter 562, relating to beverage law enforcement.
19. Section 624.401, relating to transacting insurance without a certificate of authority, s. 624.437(4)(c)1., relating to operating an unauthorized multiple-employer welfare arrangement, or s. 626.902(1)(b), relating to representing or aiding an unauthorized insurer.
20. Section 655.50, relating to reports of currency transactions, when such violation is punishable as a felony.
21. Chapter 687, relating to interest and usurious practices.
22. Section 721.08, s. 721.09, or s. 721.13, relating to real estate timeshare plans.
23. Section 775.13(5)(b), relating to registration of persons found to have committed any offense for the purpose of benefiting, promoting, or furthering the interests of a criminal gang.
24. Section 777.03, relating to commission of crimes by accessories after the fact.
25. Chapter 782, relating to homicide.
26. Chapter 784, relating to assault and battery.

27. Chapter 787, relating to kidnapping, human smuggling, or human trafficking.

28. Chapter 790, relating to weapons and firearms.

29. Chapter 794, relating to sexual battery, but only if such crime was committed with the intent to benefit, promote, or further the interests of a criminal gang, or for the purpose of increasing a criminal gang member's own standing or position within a criminal gang.

30. Former s. 796.03, former s. 796.035, s. 796.04, s. 796.05, or s. 796.07, relating to prostitution.

31. Chapter 806, relating to arson and criminal mischief.

32. Chapter 810, relating to burglary and trespass.

33. Chapter 812, relating to theft, robbery, and related crimes.

34. Chapter 815, relating to computer-related crimes.

35. Chapter 817, relating to fraudulent practices, false pretenses, fraud generally, credit card crimes, and patient brokering.

36. Chapter 825, relating to abuse, neglect, or exploitation of an elderly person or disabled adult.

37. Section 827.071, relating to commercial sexual exploitation of children.

38. Section 828.122, relating to fighting or baiting animals.

39. Chapter 831, relating to forgery and counterfeiting.

40. Chapter 832, relating to issuance of worthless checks and drafts.

41. Section 836.05, relating to extortion.

42. Chapter 837, relating to perjury.

43. Chapter 838, relating to bribery and misuse of public office.

44. Chapter 843, relating to obstruction of justice.

45. Section 847.011, s. 847.012, s. 847.013, s. 847.06, or s. 847.07, relating to obscene literature and profanity.

46. Chapter 849, relating to gambling, lottery, gambling or gaming devices, slot machines, or any of the provisions within that chapter.

47. Chapter 874, relating to criminal gangs.

48. Chapter 893, relating to drug abuse prevention and control.

49. Chapter 896, relating to offenses related to financial transactions.

50. Sections 914.22 and 914.23, relating to tampering with or harassing a witness, victim, or informant, and retaliation against a witness, victim, or informant.

51. Sections 918.12 and 918.13, relating to tampering with jurors and evidence.

Section 12. Paragraph (f) is added to subsection (2) of section 908.104, Florida Statutes, to read:

908.104 Cooperation with federal immigration authorities.—

(2) Except as otherwise expressly prohibited by federal law, a state entity, local governmental entity, or law enforcement agency, or an employee, an agent, or a representative of the entity or agency, may not prohibit or in any way restrict a law enforcement agency from taking any of the following actions with respect to information regarding a person’s immigration status:

(f) Sending the applicable information obtained pursuant to enforcement of s. 448.095 to a federal immigration agency.

Section 13. Subsection (14) of section 943.03, Florida Statutes, is amended to read:

943.03 Department of Law Enforcement.—

(14) The department, with respect to counter-terrorism efforts, responds to acts of terrorism within or affecting this state, coordinating with and providing assistance to the Federal Government in the enforcement of federal immigration laws, responses to immigration enforcement incidents within or affecting this state, and other matters related to the domestic security of Florida as it relates to terrorism and immigration enforcement incidents, shall coordinate and direct the law enforcement, initial emergency, and other initial responses. The department shall work closely with the Division of Emergency Management, other federal, state, and local law enforcement agencies, fire and rescue agencies, first-responder agencies, and others involved in preparation against acts of terrorism in or affecting this state, immigration enforcement incidents within or affecting this state, and in the response to such acts or incidents. The executive director of the department, or another member of the department designated by the director, shall serve as Chief of Domestic Security for the purpose of directing and coordinating such efforts. The department and Chief of Domestic Security shall use the regional domestic security task forces as established in this chapter to assist in such efforts.

Section 14. Section 943.03101, Florida Statutes, is amended to read:

943.03101 Counter-terrorism and immigration enforcement coordination.—The Legislature finds that with respect to counter-terrorism efforts, and initial responses to acts of terrorism within or affecting this state, coordinating with and providing assistance to the Federal Government in the enforcement of federal immigration laws, and responses to immigration enforcement incidents within or affecting this state, specialized efforts of emergency management which are unique to such situations are required and that these efforts intrinsically involve very close coordination of federal, state, and local law enforcement agencies with the efforts of all others involved in emergency-response efforts. In order to best provide this specialized effort, the Legislature has determined that such efforts should be coordinated by and through the Department of Law Enforcement, working closely with the Division of Emergency Management and others involved in preparation against acts of terrorism in or affecting this state, immigration enforcement incidents within or affecting this state, and in the initial response to such acts, in accordance with the state comprehensive emergency management plan prepared pursuant to s. 252.35(2)(a).

Section 15. Present subsections (2) through (7) of section 943.0311, Florida Statutes, are redesignated as subsections (3) through (8), respectively, a new subsection (2) is added to that section, and subsection (1) and present subsection (3) of that section are amended, to read:

943.0311 Chief of Domestic Security; duties of the department with respect to domestic security.—

(1) The executive director of the department, or a member of the department designated by the executive director, shall serve as the Chief of Domestic Security. The Chief of Domestic Security shall:

(a) Coordinate the efforts of the department in the ongoing assessment of this state's vulnerability to, and ability to detect, prevent, prepare for, respond to, and recover from, acts of terrorism within or affecting this state and immigration enforcement incidents within or affecting this state.

(b) Prepare recommendations for the Governor, the President of the Senate, and the Speaker of the House of Representatives, which are based upon ongoing assessments to limit the vulnerability of the state to terrorism and immigration enforcement incidents.

(c) Coordinate the collection of proposals to limit the vulnerability of the state to terrorism and immigration enforcement incidents.

(d) Use regional task forces to support the duties of the department set forth in this section.

(e) Use public or private resources to perform the duties assigned to the department under this section.

(2) The chief shall regularly coordinate random audits pursuant to s. 448.095 to ensure compliance and enforcement and shall notify the Department of Economic Opportunity of any violations.

~~(4)(3)~~ The chief shall report to the Governor, the President of the Senate, and the Speaker of the House of Representatives by November 1 of each year suggestions for specific and significant security enhancements of any building, facility, or structure owned or leased by a state agency, state university, or community college or any entity that has conducted an assessment under subsection (6) (5). The chief may utilize the assessments provided under subsection (6) (5) in making his or her suggestions. The report shall suggest strategies to maximize federal funds in support of building or facility security if such funds are available.

Section 16. Section 943.0312, Florida Statutes, is amended to read:

943.0312 Regional domestic security task forces.—The Legislature finds that there is a need to develop and implement a statewide strategy to address prevention, preparation, protection, response, and recovery efforts by federal, state, and local law enforcement agencies, emergency management agencies, fire and rescue departments, first-responder personnel, and others in dealing with potential or actual terrorist acts within or affecting this state and potential or actual immigration enforcement incidents within or affecting this state.

(1) To assist the department and the Chief of Domestic Security in performing their roles and duties in this regard, the department shall establish a regional domestic security task force in each of the department's operational regions. The task forces shall serve in an advisory capacity to the department and the Chief of Domestic Security and shall provide support to the department in its performance of functions pertaining to domestic security.

(a) Subject to annual appropriation, the department shall provide dedicated employees to support the function of each regional domestic security task force.

(b) Each task force shall be co-chaired by the department's special agent in charge of the operational region in which the task force is located and by a local sheriff or chief of police from within the operational region.

(c) Each task force membership may also include representatives of state and local law enforcement agencies, fire and rescue departments, or first-responder personnel; representatives of emergency management agencies and health, medical, and hospital agencies; representatives of local emergency planning committees; and other persons as deemed appropriate and necessary by the task force co-chairs.

(d) The co-chairs of each task force may appoint subcommittees and subcommittee chairs as necessary in order to address issues related to the

various disciplines represented on the task force, except that subcommittee chairs for emergency management shall be appointed with the approval of the director of the Division of Emergency Management. A subcommittee chair shall serve at the pleasure of the co-chairs.

(2) In accordance with the state's domestic security strategic goals and objectives, each task force shall coordinate efforts to counter terrorism, as defined by s. 775.30; and cooperate with and provide assistance to the Federal Government in the enforcement of federal immigration laws within or affecting this state in compliance with chapter 908, among local, state, and federal resources to ensure that such efforts are not fragmented or unnecessarily duplicated; coordinate training for local and state personnel to counter terrorism as defined in by s. 775.30; and cooperate with and provide assistance to the Federal Government in the enforcement of federal immigration laws within or affecting this state in compliance with chapter 908; coordinate the collection and dissemination of investigative and intelligence information; and facilitate responses to terrorist incidents within or affecting each region and immigration enforcement incidents within or affecting each region. With the approval of the Chief of Domestic Security, the task forces may incorporate other objectives reasonably related to the goals of enhancing the state's domestic security and ability to detect, prevent, and respond to acts of terrorism within or affecting this state or immigration enforcement incidents within or affecting this state. Each task force shall take into account the variety of conditions and resources present within its region.

(3) The Chief of Domestic Security, in conjunction with the Division of Emergency Management, the regional domestic security task forces, and the various state entities responsible for establishing training standards applicable to state law enforcement officers and fire, emergency, and first-responder personnel shall identify appropriate equipment and training needs, curricula, and materials related to the effective response to suspected or actual acts of terrorism, immigration enforcement incidents, or incidents involving real or hoax weapons of mass destruction as defined in s. 790.166. Recommendations for funding for purchases of equipment, delivery of training, implementation of, or revision to basic or continued training required for state licensure or certification, or other related responses shall be made by the Chief of Domestic Security to the Domestic Security Oversight Council, the Executive Office of the Governor, the President of the Senate, and the Speaker of the House of Representatives as necessary to ensure that the needs of this state with regard to the preparing, equipping, training, and exercising of response personnel are identified and addressed. In making such recommendations, the Chief of Domestic Security and the Division of Emergency Management shall identify all funding sources that may be available to fund such efforts.

(4) Each regional domestic security task force, working in conjunction with the department, the Office of the Attorney General, and other public or private entities, shall work to ensure that hate-driven acts against ethnic groups that may have been targeted as a result of acts of terrorism in or

affecting this state, or as a result of immigration enforcement incidents within or affecting this state, are appropriately investigated and responded to.

(5) Members of each regional domestic security task force may not receive any pay other than their salaries normally received from their employers, but are entitled to reimbursement for per diem and travel expenses in accordance with s. 112.061.

(6) Subject to annual appropriation, the department shall provide staff and administrative support for the regional domestic security task forces.

Section 17. Section 943.0313, Florida Statutes, is amended to read:

943.0313 Domestic Security Oversight Council.—The Legislature finds that there exists a need to provide executive direction and leadership with respect to terrorism and immigration enforcement incident prevention, preparation, protection, response, and recovery efforts by state and local agencies in this state. In recognition of this need, the Domestic Security Oversight Council is hereby created. The council shall serve as an advisory council pursuant to s. 20.03(7) to provide guidance to the state's regional domestic security task forces and other domestic security working groups and to make recommendations to the Governor and the Legislature regarding the expenditure of funds and allocation of resources related to counter-terrorism and cooperating with and providing assistance to the Federal Government in the enforcement of federal immigration laws and domestic security efforts.

(1) MEMBERSHIP.—

(a) The Domestic Security Oversight Council shall consist of the following voting members:

1. The executive director of the Department of Law Enforcement.
2. The director of the Division of Emergency Management.
3. The Attorney General.
4. The Commissioner of Agriculture.
5. The State Surgeon General.
6. The Commissioner of Education.
7. The State Fire Marshal.
8. The adjutant general of the Florida National Guard.
9. The state chief information officer.

10. Each sheriff or chief of police who serves as a co-chair of a regional domestic security task force pursuant to s. 943.0312(1)(b).

11. Each of the department's special agents in charge who serve as a co-chair of a regional domestic security task force.

12. Two representatives of the Florida Fire Chiefs Association.

13. One representative of the Florida Police Chiefs Association.

14. One representative of the Florida Prosecuting Attorneys Association.

15. The chair of the Statewide Domestic Security Intelligence Committee.

16. One representative of the Florida Hospital Association.

17. One representative of the Emergency Medical Services Advisory Council.

18. One representative of the Florida Emergency Preparedness Association.

19. One representative of the Florida Seaport Transportation and Economic Development Council.

(b) In addition to the members designated in paragraph (a), the council may invite other ex officio, nonvoting members to attend and participate in council meetings. Those nonvoting members may include, but need not be limited to:

1. The executive director of the Department of Highway Safety and Motor Vehicles.

2. The Secretary of Health Care Administration.

3. The Secretary of Environmental Protection.

4. The director of the Division of Law Enforcement within the Fish and Wildlife Conservation Commission.

5. A representative of the Commission on Human Relations.

6. A representative of the United States Coast Guard.

7. A United States Attorney from a federal judicial circuit within this state.

8. A special agent in charge from an office of the Federal Bureau of Investigation within this state.

9. A representative of the United States Department of Homeland Security.

10. A representative of United States Immigration and Customs Enforcement.

11. A representative of United States Customs and Border Protection.

(2) ORGANIZATION.—

(a) The Legislature finds that the council serves a legitimate state, county, and municipal purpose and that service on the council is consistent with a member’s principal service in public office or employment. Membership on the council does not disqualify a member from holding any other public office or being employed by a public entity, except that a member of the Legislature may not serve on the council.

(b) The executive director of the Department of Law Enforcement shall serve as chair of the council, and the director of the Division of Emergency Management shall serve as vice chair of the council. In the absence of the chair, the vice chair shall serve as chair. In the absence of the vice chair, the chair may name any member of the council to perform the duties of the chair if such substitution does not extend beyond a defined meeting, duty, or period of time.

(c) Any absent voting member of the council may be represented by a designee empowered to act on any issue before the council to the same extent that the designating member is empowered. If a co-chair of a regional domestic security task force is absent from a council meeting, the co-chair shall appoint a subcommittee chair of that task force as the designee.

(d) The council shall establish bylaws for its general governance.

(e) Any member of the council serving by reason of the office or employment held by the member shall cease to serve on the council at such time as he or she ceases to hold the office or employment which was the basis for appointment to the council.

(f) Representatives from agencies or organizations other than those designated by title shall be chosen by the entity. Except for those individuals designated by title, council members shall be certified annually to the chair by the organization they represent.

(g) Members of the council or their designees shall serve without compensation but are entitled to reimbursement for per diem and travel expenses pursuant to s. 112.061.

(h) The department shall provide the council with the staff support necessary to assist in the performance of its duties.

(3) MEETINGS.—The council must meet at least semiannually. Additional meetings may be held as necessary. A majority of the members of the council constitutes a quorum.

(4) EXECUTIVE COMMITTEE.—

(a) The council shall establish an executive committee consisting of the following members:

1. The executive director of the Department of Law Enforcement.
2. The director of the Division of Emergency Management.
3. The Attorney General.
4. The Commissioner of Agriculture.
5. The State Surgeon General.
6. The Commissioner of Education.
7. The State Fire Marshal.

(b) The executive director of the Department of Law Enforcement shall serve as the chair of the executive committee, and the director of the Division of Emergency Management shall serve as the vice chair of the executive committee.

(c) The executive committee shall approve all matters brought before the council prior to consideration. When expedited action of the council is deemed necessary by the chair or vice chair, the executive committee may act on behalf of the council.

(5) DUTIES OF THE COUNCIL.—

(a) The Domestic Security Oversight Council shall serve as an advisory council to the Governor, the Legislature, and the Chief of Domestic Security. The council shall:

1. Review the development, maintenance, and operation of a comprehensive multidisciplinary domestic security strategy that will guide the state's prevention, preparedness, protection, response, and recovery efforts against terrorist attacks and immigration enforcement incidents and make appropriate recommendations to ensure the implementation of that strategy.

2. Review the development of integrated funding plans to support specific projects, goals, and objectives necessary to the state's domestic security strategy and make appropriate recommendations to implement those plans.

3. Review and recommend approval of prioritized recommendations from regional domestic security task forces and state working groups on the use of available funding to ensure the use of such funds in a manner that best promotes the goals of statewide, regional, and local domestic security through coordinated planning and implementation strategies.

4. Review and recommend approval of statewide policies and operational protocols that support the domestic security efforts of the regional domestic security task forces and state agencies.

5. Review the overall statewide effectiveness of domestic security ~~efforts, and counter-terrorism efforts, and efforts of coordinating with and providing assistance to the Federal Government in the enforcement of federal immigration laws~~ efforts in order to provide suggestions to improve or enhance those efforts.

6. Review the efforts of any agency or entity involved in state or local domestic security ~~efforts, and counter-terrorism efforts, and efforts of coordination with and providing assistance to the Federal Government in the enforcement of federal immigration laws~~ efforts that requests assistance or that appears to need such review in order to provide suggestions to improve or enhance those efforts.

7. Review efforts within the state to better secure state and local infrastructure against terrorist attack or immigration enforcement incidents and make recommendations to enhance the effectiveness of such efforts.

8. Review and recommend legislative initiatives related to the state's domestic security and provide endorsement or recommendations to enhance the effectiveness of such efforts.

9. Review statewide or multiagency mobilizations and responses to major domestic security incidents and recommend suggestions for training, improvement of response efforts, or improvement of coordination or for other strategies that may be derived as necessary from such reviews.

10. Conduct any additional review or inquiry or make recommendations to the Governor and Legislature in support of other initiatives, as may be necessary, to fulfill the function of general oversight of the state's domestic security ~~efforts, and counter-terrorism efforts, and efforts of coordinating with and providing assistance to the Federal Government in the enforcement of federal immigration laws~~ efforts and to promote increased security.

11. Promote and preserve intergovernmental cooperation and consensus among state and local agencies, the Federal Government, private entities, other states, and other nations, as appropriate, under the guidance of the Governor.

(b) The Domestic Security Oversight Council shall make an annual funding recommendation to the Governor and Legislature which shall prioritize funding requests based on allocations from all available sources for implementing the state's domestic security strategy. This recommendation must include the prioritized recommendations of each of the regional domestic security task forces and the various working groups that participate in the prioritization process for funding allocations. The

recommendation must reflect the consideration of strategic priorities and allocations that best serve the state's overall domestic security needs. The recommendation shall be transmitted to the Governor and the Legislature by December 31 of each year. If additional funds become available, or reallocation of funding is required beyond current spending authorizations, the council may make recommendations to the Governor for consideration by the Legislative Budget Commission.

(6) **REPORTS.**—The council shall report annually on its activities, on or before December 31 of each calendar year, to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the chairs of the committees having principal jurisdiction over domestic security in the Senate and the House of Representatives.

(7) **AGENCY DESIGNATION.**—For purposes of this section, the Domestic Security Oversight Council shall be considered a criminal justice agency within the definition of s. 119.011(4).

Section 18. Paragraph (g) of subsection (2) and paragraph (a) of subsection (3) of section 943.325, Florida Statutes, are amended, and paragraph (f) is added to subsection (7) of that section, to read:

943.325 DNA database.—

(2) **DEFINITIONS.**—As used in this section, the term:

(g) “Qualifying offender” means any person, including juveniles and adults, who is:

1.a. Committed to a county jail;

b. Committed to or under the supervision of the Department of Corrections, including persons incarcerated in a private correctional institution operated under contract pursuant to s. 944.105;

c. Committed to or under the supervision of the Department of Juvenile Justice;

d. Transferred to this state under the Interstate Compact on Juveniles, part XIII of chapter 985; or

e. Accepted under Article IV of the Interstate Corrections Compact, part III of chapter 941; and who is:

2.a. Convicted of any felony offense or attempted felony offense in this state or of a similar offense in another jurisdiction;

b. Convicted of a misdemeanor violation of s. 784.048, s. 810.14, s. 847.011, s. 847.013, s. 847.0135, or s. 877.26, or an offense that was found, pursuant to s. 874.04, to have been committed for the purpose of benefiting,

promoting, or furthering the interests of a criminal gang as defined in s. 874.03; ~~or~~

c. Arrested for any felony offense or attempted felony offense in this state; or

d. In the custody of a law enforcement agency and is subject to an immigration detainer issued by a federal immigration agency.

(3) COLLECTION OF SAMPLES.—

(a) Each qualifying offender shall submit a DNA sample at the time he or she is booked into a jail, correctional facility, or juvenile facility. A person who becomes a qualifying offender solely because of the issuance of an immigration detainer by a federal immigration agency must submit a DNA sample when the law enforcement agency having custody of the offender receives the detainer.

(7) COLLECTION OF DNA SAMPLES FROM OFFENDERS.—

(f) A law enforcement agency having custody of a person who becomes a qualifying offender solely because of the issuance of an immigration detainer by a federal immigration agency shall ensure that a DNA sample is taken from the offender immediately after the agency receives the detainer and shall secure and transmit the sample to the department in a timely manner.

Section 19. Paragraph (m) of subsection (3) of section 394.9082, Florida Statutes, is amended to read:

394.9082 Behavioral health managing entities.—

(3) DEPARTMENT DUTIES.—The department shall:

(m) Collect and publish, and update annually, all of the following information on its website for each managing entity:

1. All compensation earned or awarded, whether paid or accrued, regardless of contingency, by position, for any employee, and any other person compensated through a contract for services whose services include those commonly associated with a chief executive, chief administrator, or other chief officer of a business or corporation, who receives compensation from state-appropriated funds in excess of 150 percent of the annual salary paid to the secretary of the department. For purposes of this paragraph, the term “employee” means a person filling an authorized and established position who performs labor or services for a public or private employer in exchange for salary, wages, or other remuneration has the same meaning as in s. 448.095(1).

2. The most recent 3 years of the Return of Organization Exempt from Income Tax, Internal Revenue Service Form 990 and related documents filed

with the Internal Revenue Service, auditor reports, and annual reports for each managing entity or affiliated entity.

Section 20. Paragraph (a) of subsection (4) of section 409.996, Florida Statutes, is amended to read:

409.996 Duties of the Department of Children and Families.—The department shall contract for the delivery, administration, or management of care for children in the child protection and child welfare system. In doing so, the department retains responsibility for the quality of contracted services and programs and shall ensure that, at a minimum, services are delivered in accordance with applicable federal and state statutes and regulations and the performance standards and metrics specified in the strategic plan created under s. 20.19(1).

(4)(a) The department shall collect and publish on its website, and annually update, all of the following information for each lead agency under contract with the department:

1. All compensation earned or awarded, whether paid or accrued, regardless of contingency, by position, for any employee, and any other person who is compensated through a contract for services whose services include those commonly associated with a chief executive, chief administrator, or other chief officer of a business or corporation, who receives compensation from state-appropriated funds in excess of 150 percent of the annual salary paid to the secretary of the department. For purposes of this paragraph, the term “employee” means a person filling an authorized and established position who performs labor or services for a public or private employer in exchange for salary, wages, or other remuneration ~~has the same meaning as in s. 448.095.~~

2. All findings of the review under subsection (3).

Section 21. For the 2023-2024 fiscal year, the nonrecurring sum of \$12 million from the General Revenue Fund is appropriated to the Division of Emergency Management within the Executive Office of the Governor for the Unauthorized Alien Transport Program.

Section 22. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon this act becoming a law, this act shall take effect July 1, 2023.

Approved by the Governor May 10, 2023.

Filed in Office Secretary of State May 10, 2023.

CHAPTER 2023-134

Committee Substitute for Committee Substitute for Senate Bill No. 346

An act relating to public construction; amending s. 218.735, F.S.; requiring that certain contracts provide the estimated cost to complete each item on a specified list; requiring that such contracts specify the process for determining the cost to complete each item on the list; revising the extension by contract of a specified timeframe to develop and review a specified list; requiring a local governmental entity to pay a contractor the remaining contract balance within a specified timeframe; authorizing the contractor to submit a payment request for the amount withheld by the local governmental entity under specified conditions; authorizing a contractor to submit a payment request to the local governmental entity for the remaining balance of the contract, under specified conditions; requiring a local governmental entity to pay the contractor within a specified timeframe; requiring the local governmental entity to pay the remaining balance of the contract under specified conditions; revising the conditions that require a local governmental entity to pay or release amounts subject to certain disputes or claims; amending s. 218.76, F.S.; revising the timeframe within which proceedings must commence to resolve disputes between vendors and local governmental entities; revising the timeframe for such proceedings to conclude; amending s. 255.073, F.S.; requiring that undisputed portions of payment requests be paid within a specified timeframe; amending s. 255.074, F.S.; revising the timeframe for a public entity to submit a payment request to the Chief Financial Officer; amending s. 255.077, F.S.; requiring that certain contracts provide the estimated cost to complete each item on a specified list; requiring that such contracts specify the process for determining the cost to complete the items on the list; revising the extension authorized by contract to develop the specified list; requiring the public entity to pay the contractor the remaining balance of the contract within a specified timeframe; requiring a public entity to pay all remaining retainage if the public entity has not developed a specified list; amending s. 255.078, F.S.; revising the conditions that require a public entity to pay or release amounts subject to certain disputes or claims; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) and paragraph (c) of subsection (8) of section 218.735, Florida Statutes, are amended to read:

218.735 Timely payment for purchases of construction services.—

(7) Each contract for construction services between a local governmental entity and a contractor must provide for the development of a single list of

items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the local governmental entity.

(a) The contract must specify the process for developing the list and for determining the cost to complete each item on the list, and should include, ~~including~~ the responsibilities of the local governmental entity and the contractor in developing and reviewing the list and a reasonable time for developing the list:

1. For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use; or

2. For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, or, if extended by contract, up to 45 ~~60~~ calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

The contract must also specify a date for the delivery of the list of items, not to exceed 5 days after the list of items has been developed and reviewed in accordance with the time periods set forth in subparagraphs 1. and 2.

(b) If the contract between the local governmental entity and the contractor relates to the purchase of construction services on more than one building or structure, or involves a multiphased project, the contract must provide for the development of a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to the contract for each building, structure, or phase of the project within the time limitations provided in paragraph (a).

(c) The final contract completion date must be at least 30 days after the delivery of the list of items. If the list is not provided to the contractor by the agreed upon date for delivery of the list, the contract time for completion must be extended by the number of days the local governmental entity exceeded the delivery date. Damages may not be assessed against a contractor for failing to complete a project within the time required by the contract, unless the contractor failed to complete the project within the contract period as extended under this paragraph.

(d) The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the contractor to complete all the construction services purchased pursuant to the contract.

(e) Within 20 business days after the list is created, the local governmental entity must pay the contractor the remaining contract balance that includes all retainage previously withheld by the local governmental entity

less an amount equal to 150 percent of the estimated cost to complete the items on the list.

(f) Upon completion of all items on the list, the contractor may submit a payment request for the amount ~~all remaining retainage~~ withheld by the local governmental entity pursuant to paragraph (e) this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the local governmental entity may continue to withhold up to 150 percent of the total costs to complete such items.

(g)(f) All items that require correction under the contract which ~~and that~~ are identified after the preparation and delivery of the list remain the obligation of the contractor as defined by the contract.

(h)(g) Warranty items or items not included in the list of items required under paragraph (a) may not affect the final payment of retainage as provided in paragraph (e) this section or as provided in the contract between the contractor and its subcontractors and suppliers.

(i)(h) Retainage may not be held by a local governmental entity or a contractor to secure payment of insurance premiums under a consolidated insurance program or series of insurance policies issued to a local governmental entity or a contractor for a project or group of projects, and the final payment of retainage as provided in this section may not be delayed pending a final audit by the local governmental entity's or contractor's insurance provider.

(j)(i) If a local governmental entity fails to comply with its responsibilities to develop the list required under paragraph (a) or paragraph (b) within the time limitations provided in paragraph (a), the contractor may submit a payment request to the local governmental entity for the all remaining balance of the contract, including all remaining retainage withheld by the local governmental entity. The local governmental entity must pay the contractor pursuant to this section; and payment of any remaining undisputed contract amount, less any amount withheld pursuant to the contract for incomplete or uncorrected work, must be paid within 20 business days after receipt of a proper invoice or payment request. If the local governmental entity has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the list of items to be completed, the local governmental entity must pay the contractor the remaining balance of the contract, less an amount equal to 150 percent of the estimated cost to complete the items that the local governmental entity intended to include on the list need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the local governmental entity in the development of the list or to perform its contractual responsibilities, if any, with regard to the development of the list or if paragraph (8)(c) applies.

(8)

(c) This section does not require the local governmental entity to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to the contract or, the subject of a claim brought pursuant to s. 255.05, ~~or otherwise the subject of a claim or demand by the local governmental entity or contractor.~~

Section 2. Paragraph (a) of subsection (2) of section 218.76, Florida Statutes, is amended to read:

218.76 Improper payment request or invoice; resolution of disputes.—

(2)(a) If a dispute arises between a vendor and a local governmental entity concerning payment of a payment request or an invoice, the dispute must shall be finally determined by the local governmental entity pursuant to a dispute resolution procedure established by the local governmental entity. Such procedure must provide that proceedings to resolve the dispute commence ~~are commenced~~ within 30 ~~45~~ days after the date the payment request or proper invoice was received by the local governmental entity and conclude ~~concluded~~ by final decision of the local governmental entity within 45 ~~60~~ days after the date the payment request or proper invoice was received by the local governmental entity. Such procedures are not subject to chapter 120 and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the local governmental entity, interest charges begin to accrue 15 days after the local governmental entity’s final decision. If the dispute is resolved in favor of the vendor, interest begins to accrue as of the original date the payment became due.

Section 3. Subsection (2) of section 255.073, Florida Statutes, is amended to read:

255.073 Timely payment for purchases of construction services.—

(2) If a public entity disputes a portion of a payment request, the undisputed portion must be timely paid by the date required under the contract or by 20 business days after receipt of the request, whichever is earlier.

Section 4. Subsection (3) of section 255.074, Florida Statutes, is amended to read:

255.074 Procedures for calculation of payment due dates.—

(3) A public entity must submit a payment request to the Chief Financial Officer for payment no later ~~more~~ than 14 ~~20~~ days after receipt of the payment request.

Section 5. Present subsections (4) through (8) of section 255.077, Florida Statutes, are redesignated as subsections (5) through (9), respectively, a new subsection (4) is added to that section, and subsection (1) and present subsection (8) of that section are amended, to read:

255.077 Project closeout and payment of retainage.—

(1) Each contract for construction services between a public entity and a contractor must provide for the development of a list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the construction services purchased by the public entity. The contract must specify the process for the development of the list and for determining the cost to complete each item on the list, and should include the, including responsibilities of the public entity and the contractor in developing and reviewing the list and a reasonable time for developing the list, as follows:

(a) For construction projects having an estimated cost of less than \$10 million, within 30 calendar days after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use; or

(b) For construction projects having an estimated cost of \$10 million or more, within 30 calendar days, unless otherwise extended by contract not to exceed 45 60 calendar days, after reaching substantial completion of the construction services purchased as defined in the contract, or, if not defined in the contract, upon reaching beneficial occupancy or use.

(4) Within 20 business days after developing the list, and after receipt of a proper invoice or payment request, the public entity must pay the contractor the remaining balance of the contract, including any remaining retainage withheld by the public entity pursuant to s. 255.078, less an amount equal to 150 percent of the estimated cost to complete the items on the list.

(9)(8) If a public entity fails to comply with its responsibilities to develop the list required under subsection (1) or subsection (2), as defined in the contract, within the time limitations provided in subsection (1), the contractor may submit a payment request for all remaining retainage withheld by the public entity pursuant to s. 255.078 and the public entity must pay the contractor all remaining retainage previously withheld within 20 days after receipt of the payment request. The public entity is not required to need not pay or process any payment request for retainage if the contractor has, in whole or in part, failed to cooperate with the public entity in the development of the list or failed to perform its contractual responsibilities, if any, with regard to the development of the list or if s. 255.078(3) applies.

Section 6. Subsection (3) of section 255.078, Florida Statutes, is amended to read:

255.078 Public construction retainage.—

(3) This section and s. 255.077 do not require the public entity to pay or release any amounts that are the subject of a good faith dispute made in

~~writing pursuant to the contract or, the subject of a claim brought pursuant to s. 255.05, or otherwise the subject of a claim or demand by the public entity or contractor.~~

Section 7. Paragraph (b) of subsection (1) of section 255.0992, Florida Statutes, is amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity ~~exceeding \$1 million in value~~ that is paid for with any state-appropriated funds and that ~~which~~ consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof ~~that is~~ owned in whole or in part by any political subdivision.

Section 8. This act shall take effect July 1, 2023.

Approved by the Governor May 25, 2023.

Filed in Office Secretary of State May 25, 2023.