



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



AUGUST 8, 2025
ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-38 NORTH PORT AQUATIC CENTER LAZY RIVER RESURFACING

DUE DATE: BID OPENING: AUGUST 14, 2025, AT 2 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** Late bids will be rejected and will not be considered for award.*

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.

SECTION I: QUESTIONS/ANSWERS FROM ADDENDUM 2:

3Q: Option #1: Replace the waterline tile. Is the 6" of waterline tile, top of wall handhold tile and qty (2) 1" x 1" pieces of tile included?

3A: Yes this complete tile replacement, this includes all the pictured tile. See attachment.

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.

Alla Skipper

Alla V. Skipper, CPPB
Procurement Manager
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7172

Addendum #3
RFB 2025-38

Fax: 941.429.7173

E-mail: askipper@northportfl.gov

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

End of Addendum No.3



3 FT 11 IN
3 FT 0 IN

Top of Wall Handhold Tile

Qty(2) 1" x 1" horizontal tiles

6" Waterline Tile



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AUGUST 8, 2025
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-38 NORTH PORT AQUATIC CENTER LAZY RIVER RESURFACING

DUE DATE: BID OPENING: AUGUST 14, 2025, AT 2 PM, 4970 CITY HALL BOULEVARD,
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SECTION I: QUESTIONS/ANSWERS:

1Q: Under item 1 – Is it the intent for the base bid to include the complete removal of the existing interior surface of the pool down to the concrete structure?

1A: **Yes.**

2Q: Is removal and replacement of all expansion joint material including caulk, expansion joint tile, step edge tile and bench edge tile included in the base bid?

2A: **Yes.**

3Q: Option #1: Replace the waterline tile. Is the 6" of waterline tile, top of wall handhold tile and qty (2) 1" x 1" pieces of tile included?

3A: **Please Clarify this question.**

4Q: Option #1: Replace the waterline tile. Is the removal and replacement of the depth markers both vertically and horizontally included?

4A: Yes, as needed

5Q: Option #2: Replace the light fixture. Is the replacement of the light bulb, metal retaining ring and gasket to be included on this line item and not in the base bid?

5A: Yes.

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.

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Fax: 941.429.7173
E-mail: askipper@northportfl.gov

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

End of Addendum No.2



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Email: purchasing@cityofnorthport.com



July 31, 2025
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-38 NORTH PORT AQUATIC CENTER LAZY RIVER RESURFACING

DUE DATE: BID OPENING: AUGUST 14, 2025, AT 2 PM, 4970 CITY HALL BOULEVARD,
ROOM 337A, NORTH PORT, FLORIDA 34286

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SECTION I: DELETE Bid Schedule (BID TABS) provided with the initial issuance and **REPLACE** with **REVISED BID SCHEDULE – ADDENDA 1**.

*****Failure to use the revised schedule will deem the bidder non-responsive.*****

SECTION II: QUESTIONS/ANSWERS:

1Q: Would the City consider the PVC membrane lining system? I want to introduce myself as the Sales Coordinator at Natare Corporation. We have recently learned about your renovation needs for the North Port lazy river and wanted to reach out in case we could help as a potential resource for this project.

Natare is a manufacturer and supplier of equipment, systems, and services for competition and leisure swimming pools, aquatic facilities, and water features. We specialize in the design and construction of these aquatic vessels, with successful projects all over the world.

We specialize in PVC Membrane pool lining systems. Natatec® is a flexible layer of PVC with a strong inner core of polyester mesh fabric specifically designed for commercial pool applications. It is custom-fitted and bonded on-site to provide an attractive, easily maintained, 100% watertight, and virtually indestructible pool surface. Natatec PVC pool lining membranes dramatically reduce construction and renovation costs, limit maintenance, and greatly extend the lifespan of your pool facility.

1A: No, Refer to item #1 on page 41 of the bid documents

ITEM 1: Replace Interior Finish: Prepare Lazy River for new interior finish to include removing existing finish for entire area to allow for smooth transition to existing edge elevation and features. All penetrations shall be sawcut and chipped back as necessary to allow for the new finish. Acid wash and apply SGM Bond Kote® or approved equal to entire surface. Install new marcite pearl type, or similar, interior finish and lightly acid wash or sponge to expose aggregate. Price shall include all labor and materials for a completed application of the resurfacing per the manufacturer's specifications. Vendor is responsible for measurements and verification of all materials required. Includes removal and re-installation of all drains and grates, including proper prep work around each one. Any damaged tile to be replaced to match existing.

2Q: Our Portfolio & Notable Commercial Projects completed and provided in attachment will that experience be acceptable for this project?

2A: SP-17 references and response in 3A below.

SP-17 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

3Q: CF-9 form, Page 60, **DELETE** ~~Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Subcontractor, at least two (2) projects, in the past fifteen (15) years of similar type, size and dollar value of the project described herein.~~
And

3A: REPLACE with SP-17 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

4Q: Can you provide the original plans for the lazy river?

4A: The Lazy River construction plans are available through www.demandstar.com and on the city FTP site at www.northportfl.gov/filesare (select the Purchasing Folder and scroll to Project RFB 2025-38).

5Q: What type of finish – Pebble/quarts?

5A: Refer to item #1 on page 41 of the bid documents:

ITEM 1: Replace Interior Finish: Prepare Lazy River for new interior finish to include removing existing finish for entire area to allow for smooth transition to existing edge elevation and features. All penetrations shall be sawcut and chipped back as necessary to allow for the new finish. Acid wash and apply SGM Bond Kote® or approved equal to entire surface. Install new marcite pearl type, or similar, interior finish and lightly acid wash or sponge to expose aggregate. Price shall include all labor and materials for a completed application of the resurfacing per the manufacturer's specifications. Vendor is responsible for measurements and verification of all materials required. Includes removal and re-installation of all drains and grates, including proper prep work around each one. Any damaged tile to be replaced to match existing.

6Q: Is there a time that we could get to see the Lazy River , take pictures and measurements?

6A: For all inquiries, please contact **Devon Poulos**, Aquatic Manager, at **941.302.9147**.

This appointment is exclusively for vendors to take measurements and pictures, only. Staff on site have been instructed not to answer any questions. All questions must be submitted in writing to **purchasing@northportfl.gov** no later than **2:00 PM on August 6, 2025**.

SECTION III: ATTACHMENTS:

1. **REVISED:** CITY FORMS-CF-1 CHECK LIST: **Inadvertently left out - CF-23: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)**
2. **AFFIDAVITS FORMS: CF-23: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A).**
3. **CONSTRUCTION PLANS FOR LAZY RIVER.**
4. **REVISED BID SCHEDULE – ADDENDA 1.**

*****Failure to use the revised schedule will deem the bidder non-responsive.*****

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.

Alla Skipper

Alla V. Skipper, CPPB
Procurement Manager
Finance Department/Purchasing Division
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North Port, Florida 34286
Tel: 941.429.7172
Fax: 941.429.7173
E-mail: askipper@northportfl.gov

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

**ADDENDUM #1
REVISED**

CITY FORMS

CF-1 BIDDER CHECKLIST

IMPORTANT: For your bid to be considered valid, you must attach:

_____ One original hard copy marked **"ORIGINAL"**

_____ One duplicate marked **"COPY"**

_____ Enclose **USB drive**: Do not PDF the Bid schedule, save **EXCEL FORMAT**, all other forms **PDF FORMAT**.

➤ ***Sign, have notarized, and include all forms with your bid package submittal***

Failure to complete these steps may result in your bid being disqualified.

SECTION I. CITY FORMS

___ **CF-1:** Bidder checklist (THIS CHECKLIST)

___ **CF-2:** Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).

___ **CF-3:** Bid Schedule (Excel format, separate document) – **DO NOT RECREATE SPREADSHEET**

➤ Must complete the entire schedule, print original, copy, and save on **USB** drive in **EXCEL FORMAT**.

___ **CF-4:** Bid Form

___ **CF-5:** Statement of Organization

___ **CF-6:** Addenda Acknowledgement and Bid Bond Terms

___ **CF-7:** City Bid Bond Form (**DO NOT RECREATE AND ONLY USE THIS FORM**)

___ **CF-8:** Equipment and Source of Supply List

___ **CF-9:** Qualifications and Experience Form

___ **CF-10:** Insurance acknowledgement

___ **CF-11:** Certification Regarding Lobbying

___ **CF-12:** Non-Collusive Affidavit

THIS PAGE MUST BE COMPLETED AND SUBMITTED

___ **CF-13:** Conflict of Interest Form

___ **CF-14:** Public Entity Crime Information

___ **CF-15:** Drug-Free Workplace Form

___ **CF-16:** The Florida Trench Safety Act

___ **CF-17:** Scrutinized Company Certification Form

___ **CF-18:** Vendor's Certification For E-Verify System

___ **CF-19:** Performance and Payment Bond Terms (**UPON AWARD**)

___ **CF-20:** Performance and Payment Bond Form (attached for use after award, does not need to be submitted with bid)

___ **CF-21:** Human Trafficking Affidavit

___ **CF-22:** Foreign Entities of Concern Affidavit

___ **CF-23:** Affidavit Claiming Status as a Local Business **or** North Port Local Business Status (If not claiming, state N/A)

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**CF-23
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 _____ 2025, 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 _____

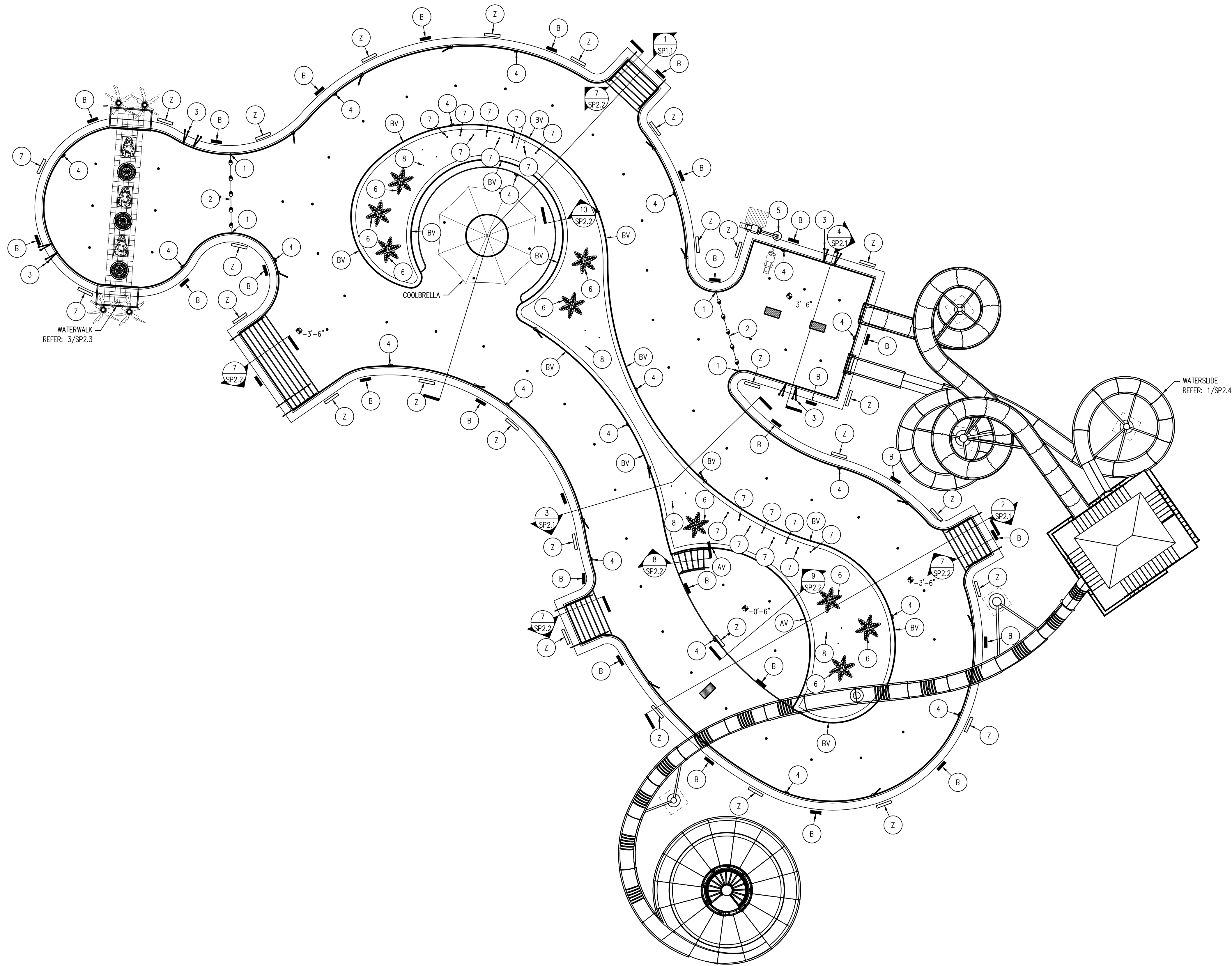
Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2025, by _____.

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.



DEPTH & WARNING SIGNAGE SCHEDULE	
ID	SIGNAGE
(A)	0 FT 6 IN
(B)	3 FT 6 IN
(Z)	NO DIVING
NOTE: "V" DENOTES VERTICAL DEPTH MARKERS AND WARNING SIGNS ONLY.	

POOL EQUIPMENT LEGEND		
LEGEND	ID	ITEM
	(1)	SAFETY ROPE CUP ANCHOR REFER: 2/SP2.2
	(2)	SAFETY ROPE
	(3)	GRAB RAILS AND RECESSED STEPS REFER: 2/SP2.3
	(4)	UNDERWATER LIGHT REFER: 1/SP2.5
	(5)	POOL LIFT AND ANCHOR REFER: 5/SP2.5
	(6)	WAVY PALM TREE REFER: 4/SP2.5
	(7)	DIRECTIONAL WATER JET FEATURE REFER: 2/SP2.5
	(8)	BUBBLER REFER: 6/SP2.5
	N/A	DEPTH MARKERS REFER: 1/SP2.3
	N/A	WARNING SIGNS REFER: 1/SP2.3

1
SP2.0
LAZY RIVER PLAN
3/32" = 1'-0"

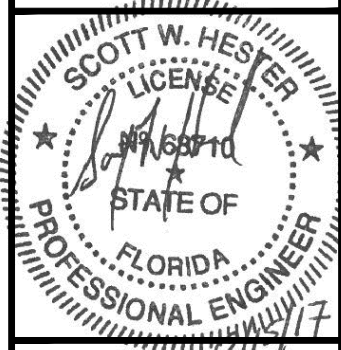


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Drawn by: NRK
Checked by: CAD
Date: DECEMBER 2017
Project No. 48285014

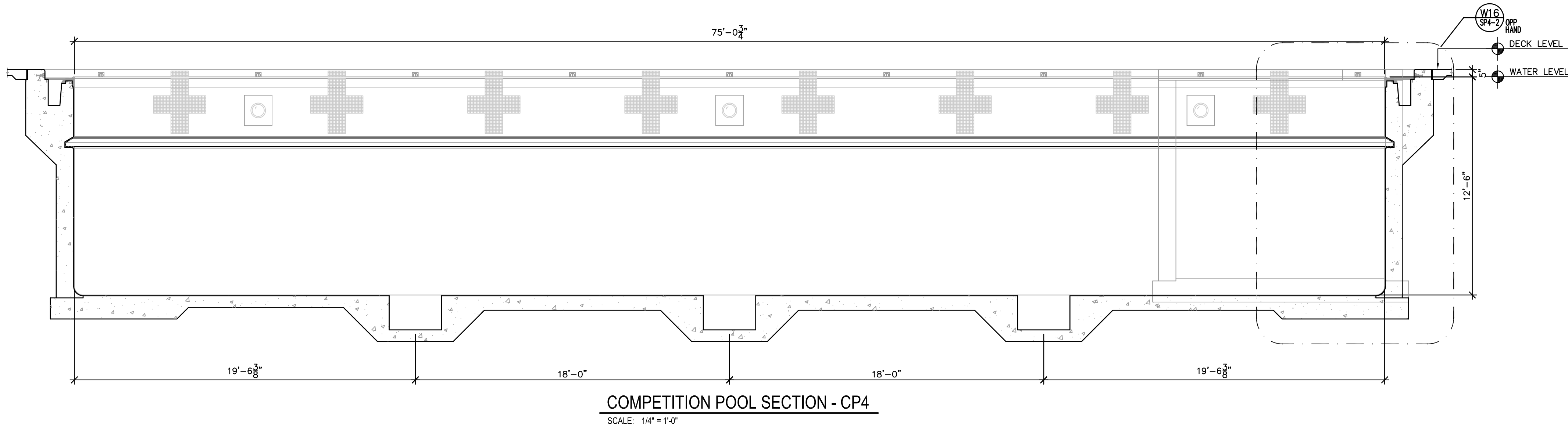
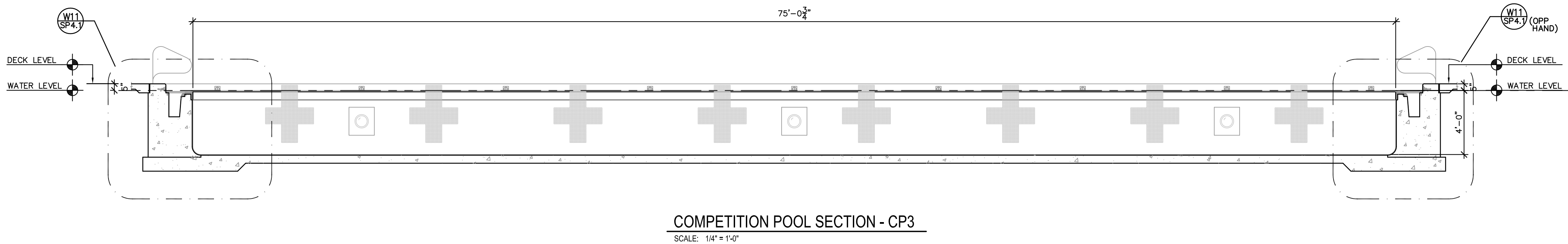
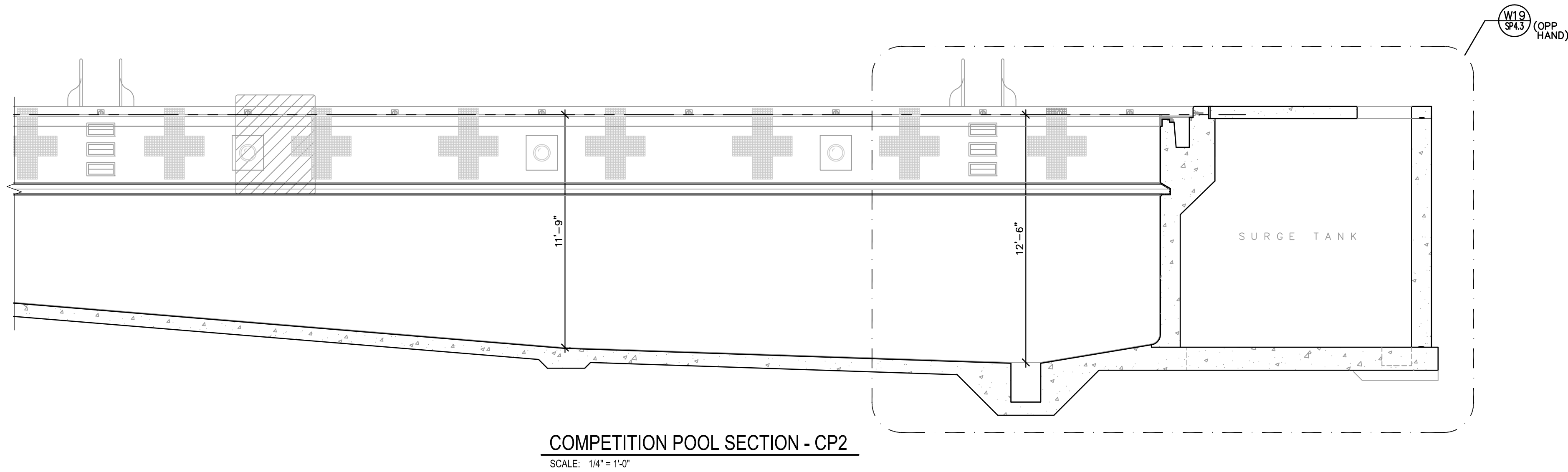
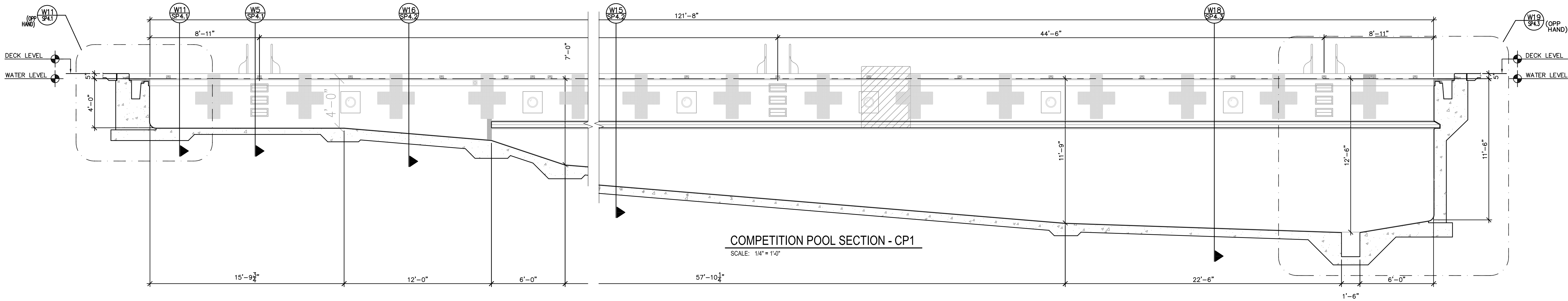
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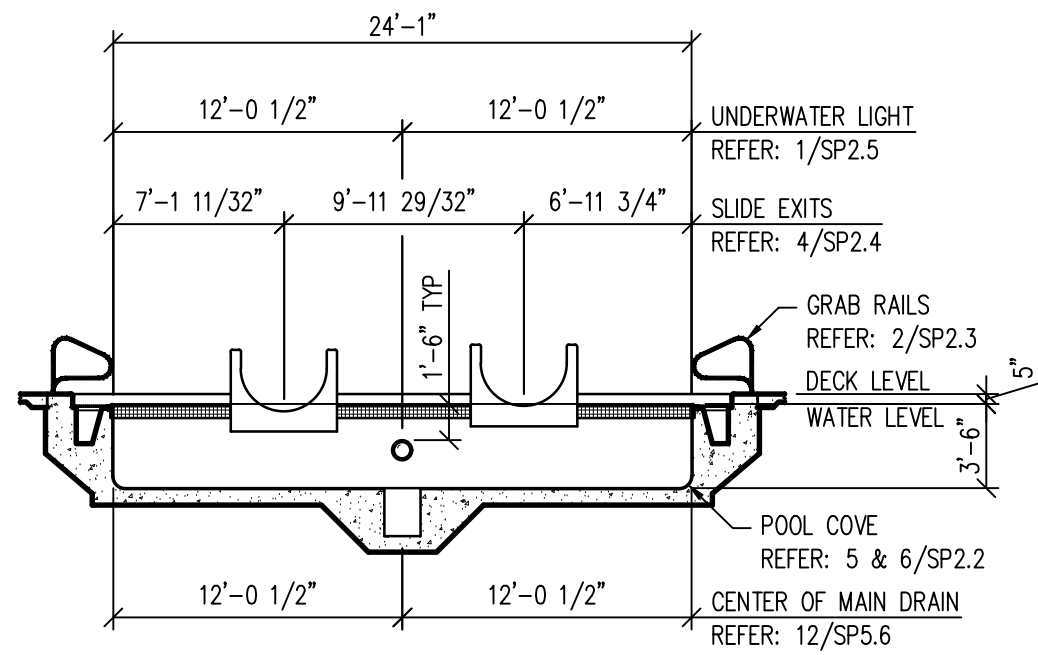
BUTLER PARK
AQUATIC CENTER
CITY OF NORTH PORT, FL

LAZY RIVER PLAN

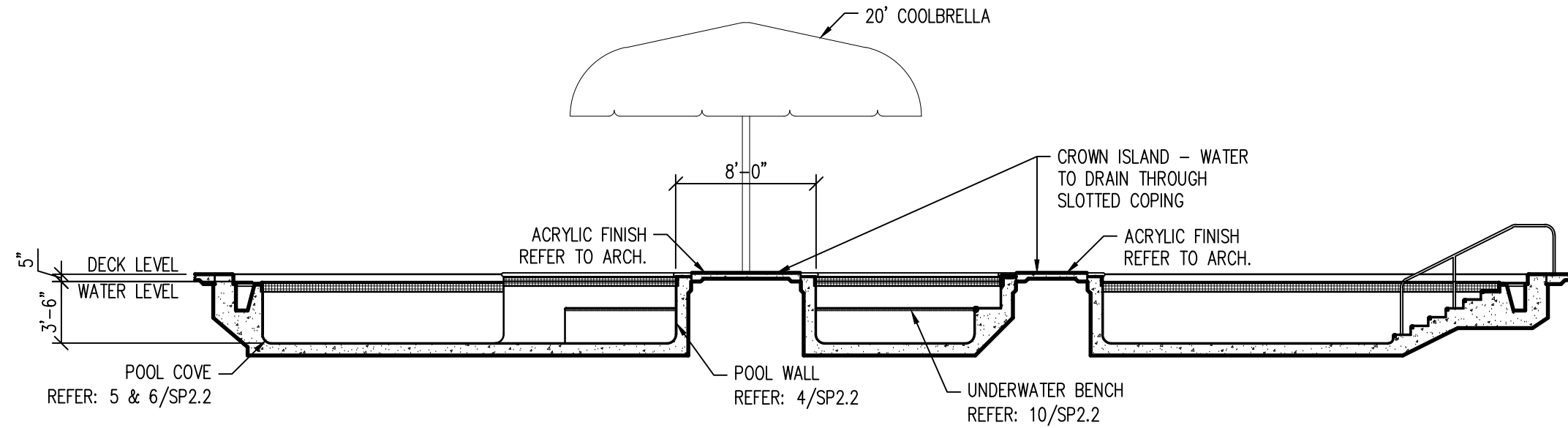


Kimley»Horn
2201 West Royal Lane, Suite 275, Irving, Texas 75063
PHONE: 214-420-5600 FAX: 214-420-5680
FLORIDA REGISTERED ENGINEERING FIRM LC-0000219
FLORIDA REGISTERED LANDSCAPE ARCHITECTURE FIRM LC-C000219
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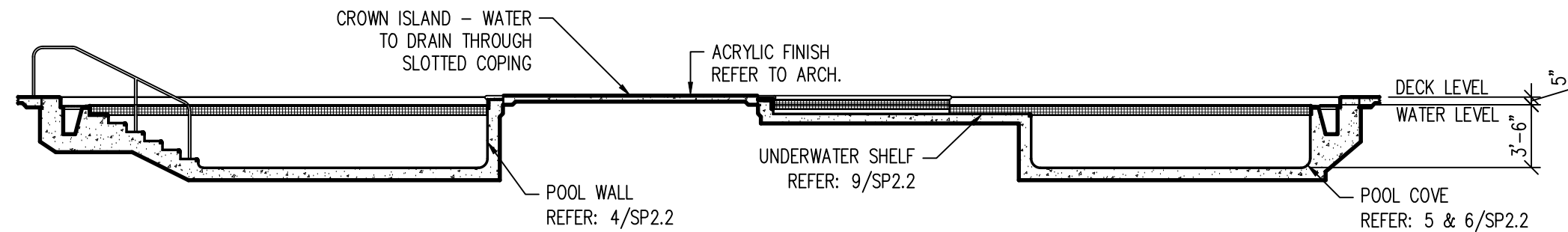




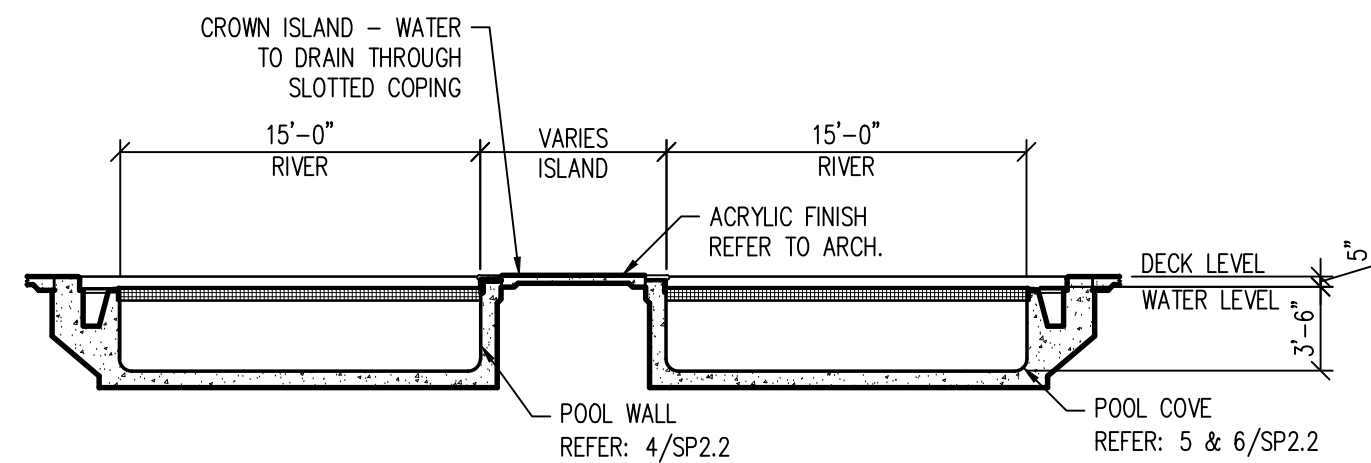
4
SP2.1
LAZY RIVER SECTION
1/8" = 1'-0"



1
SP2.1
LAZY RIVER SECTION
1/8" = 1'-0"



2
SP2.1
LAZY RIVER SECTION
1/8" = 1'-0"



3
SP2.1
LAZY RIVER SECTION
1/8" = 1'-0"

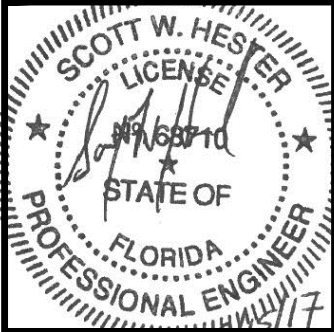


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Checked by:	CAD
Date:	DECEMBER 2017
Project No.	48285014

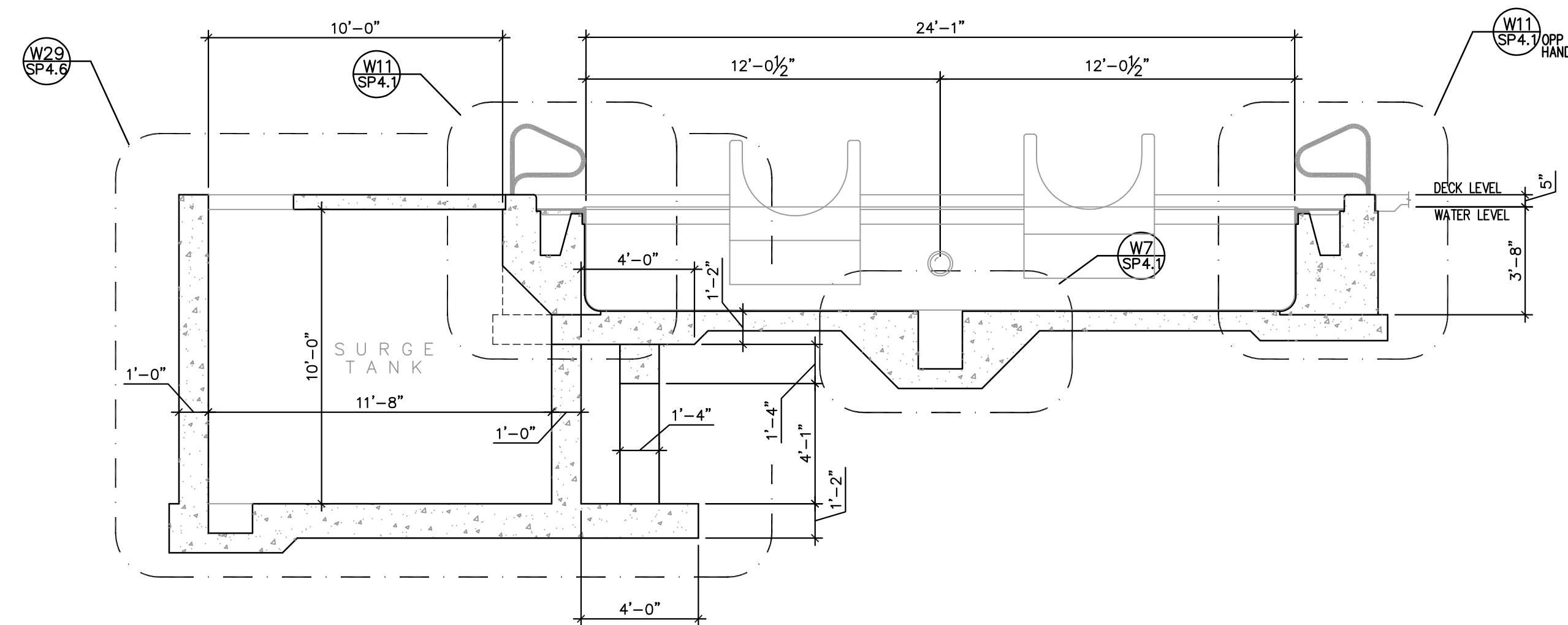
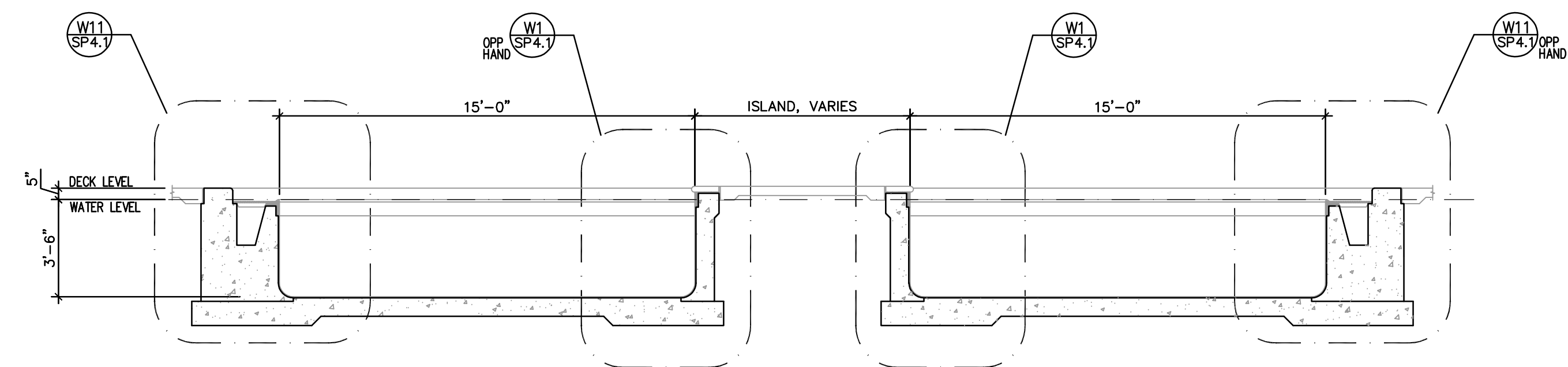
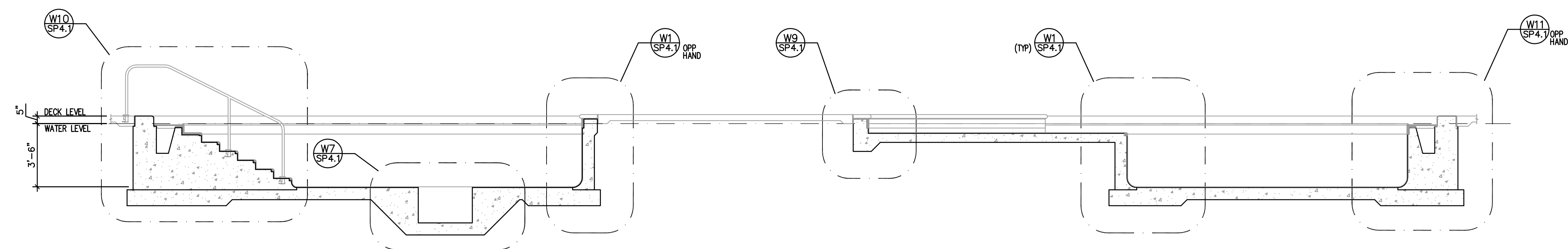
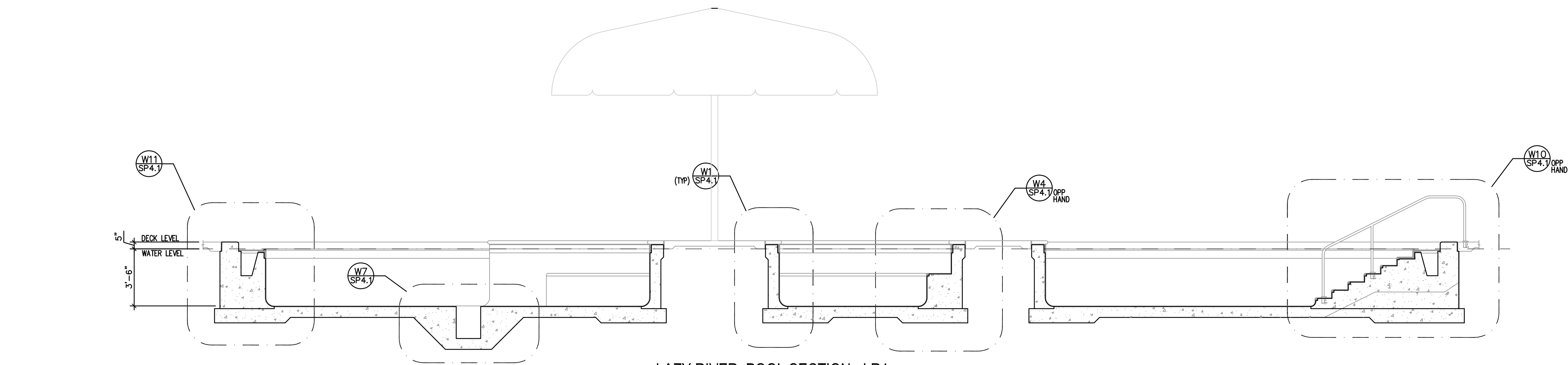
SHEET
SP2.1

BUTLER PARK
AQUATIC CENTER
CITY OF NORTH PORT, FL

LAZY RIVER SECTIONS

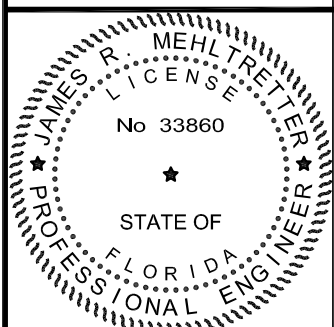


Kimley»Horn
2201 West Royal Lane, Suite 275, Irving, Texas 75063
PHONE: 214-420-5600 FAX: 214-420-5680
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**BUTLER PARK
AQUATIC CENTER
CITY OF NORTH PORT, FL**

LAZY RIVER AND ZERO ENTRY POOL SECTIONS

Scale:	AS SHOWN
Designed by:	SL
Drawn by:	JW
Checked by:	JRM
Date:	DECEMBER 2
Project No.	48285014

SHEET

SP2.2

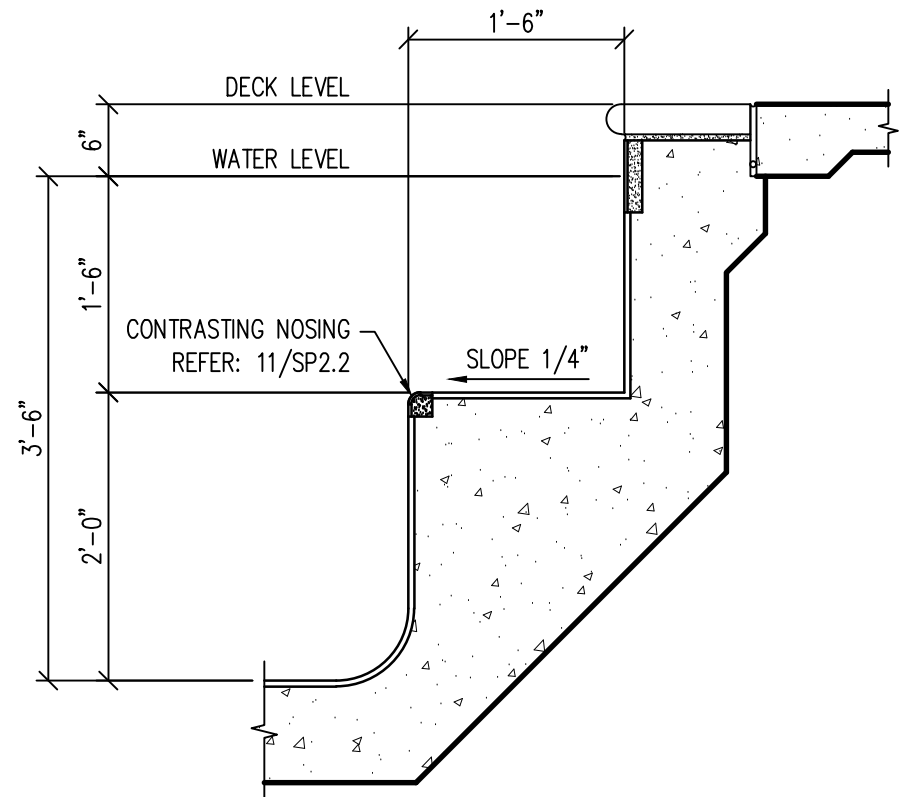
**MC MASTER
CONSULTING
ENGINEERS, INC.**
STRUCTURAL CONSULTANTS

5523 WEST CYPRESS ST., #200
TAMPA, FLORIDA 33607
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www.mcengineers.com

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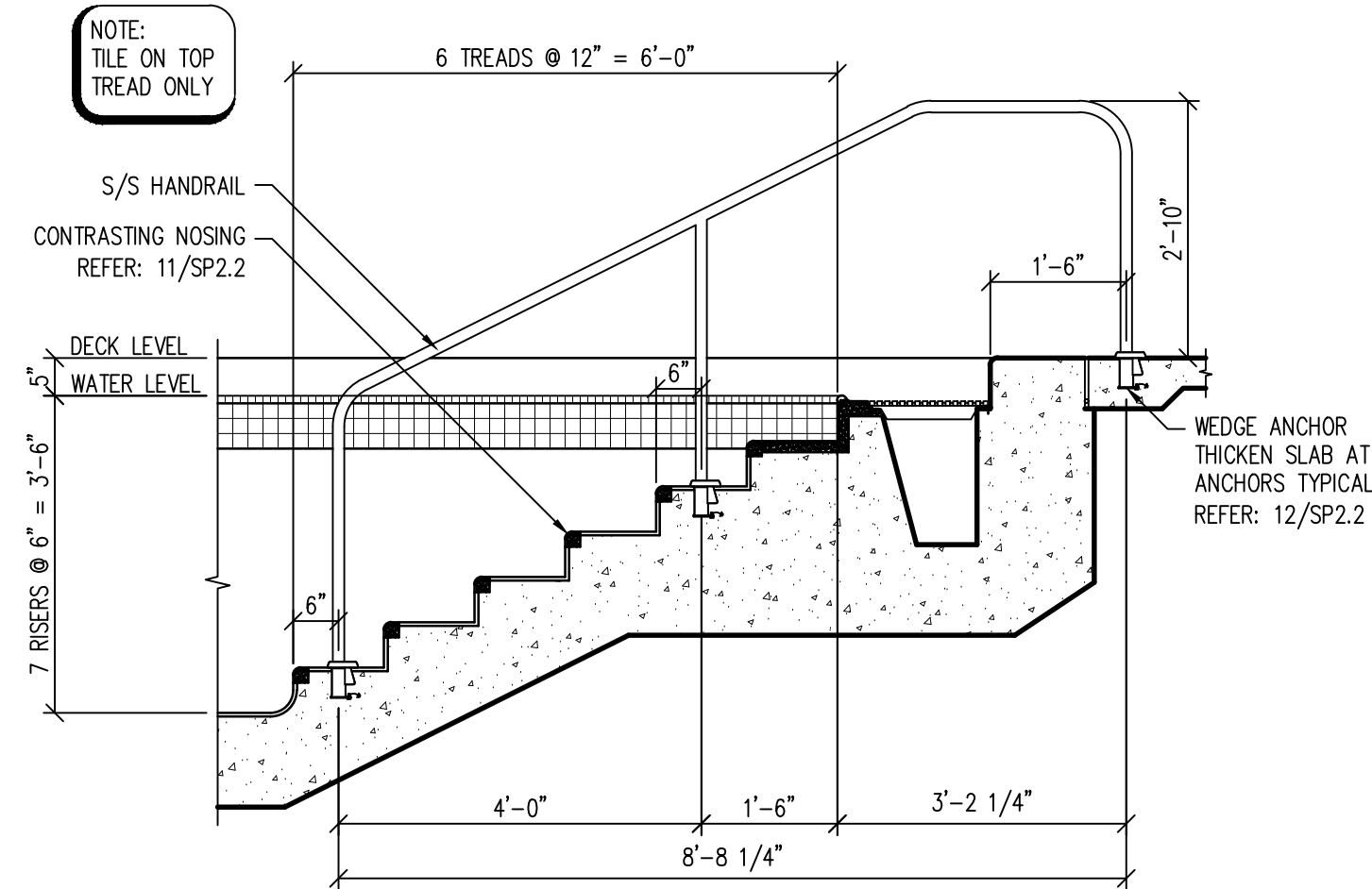
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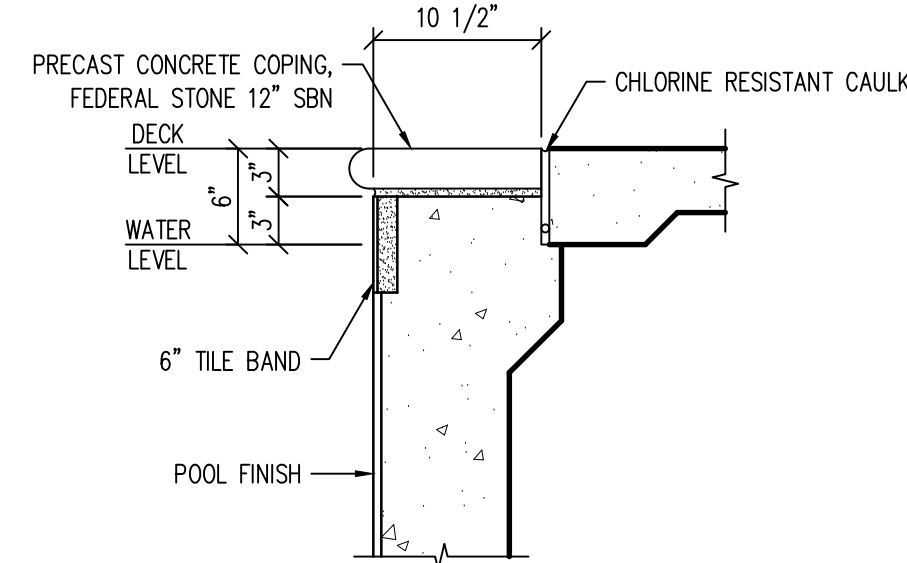
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3/4" = 1'-0"

UNDERWATER BENCH



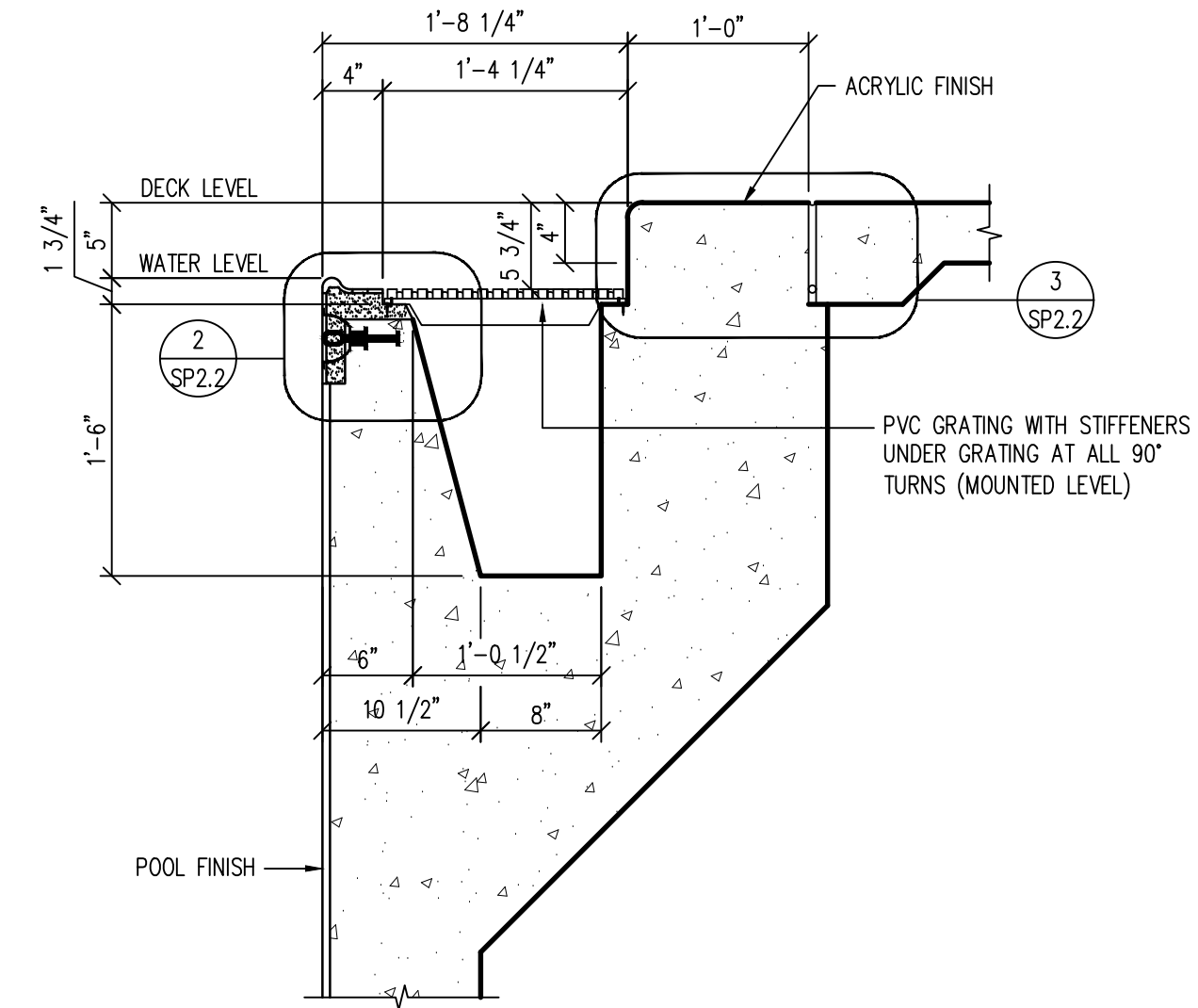
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1/2" = 1'-0"

STAIR SECTION



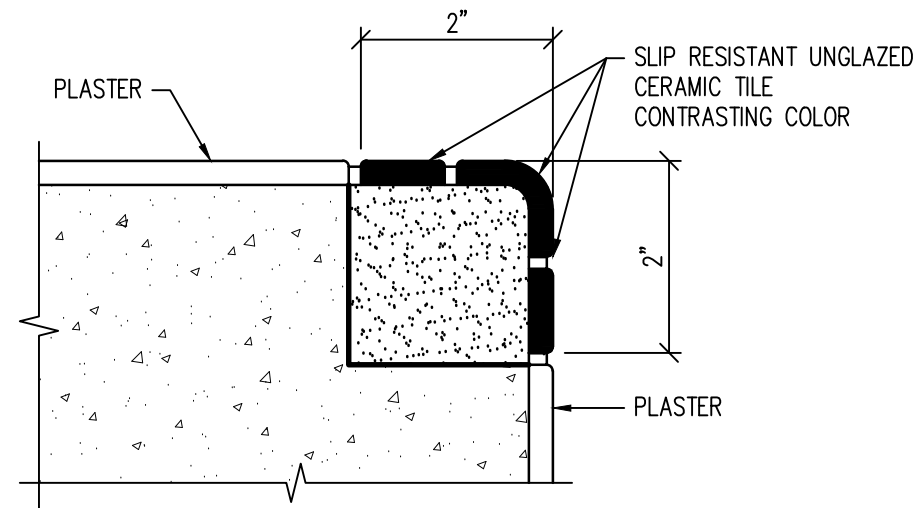
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1" = 1'-0"

POOL WALL SECTION



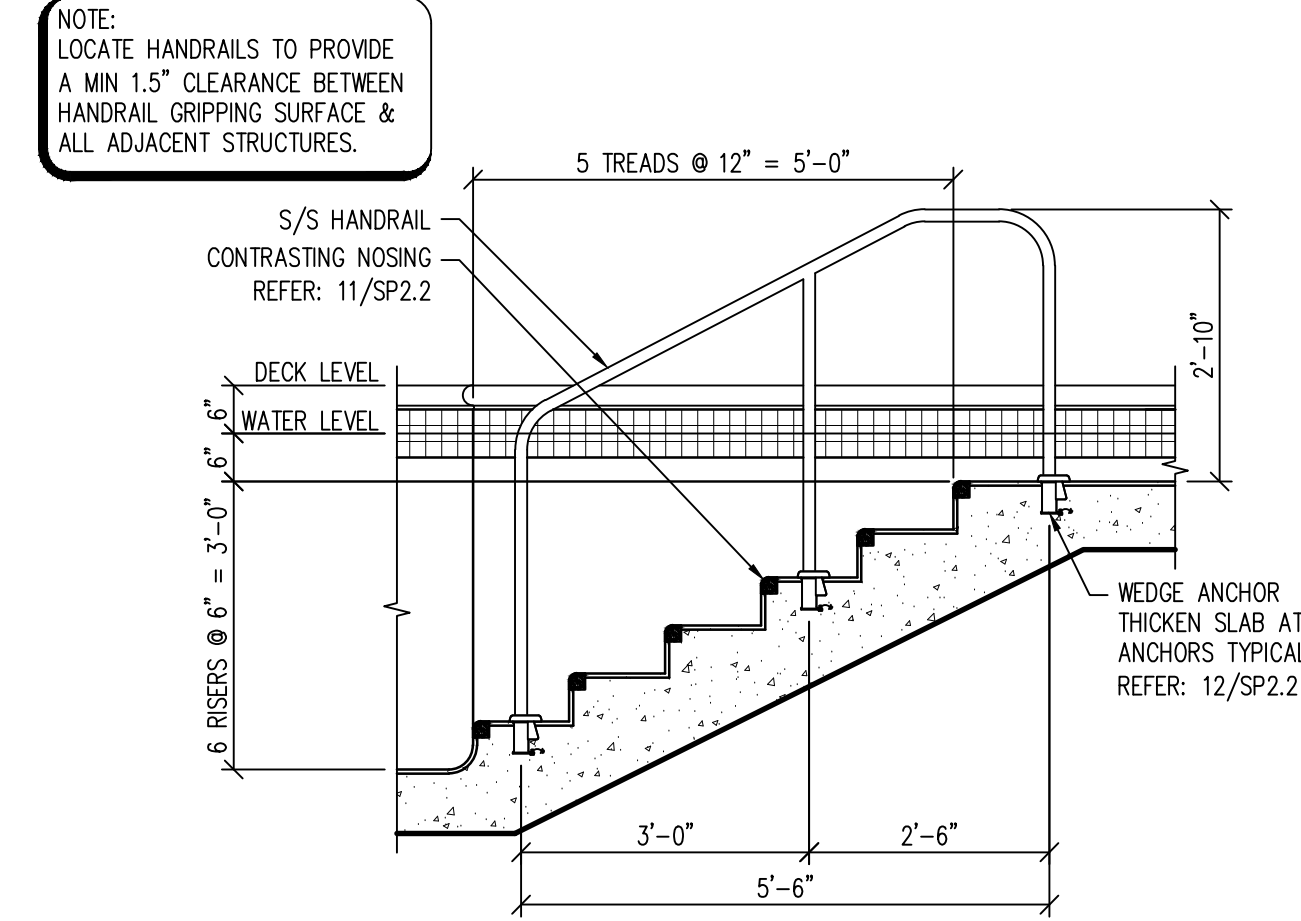
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SP2.2
1" = 1'-0"

CONCRETE ROLLOUT GUTTER



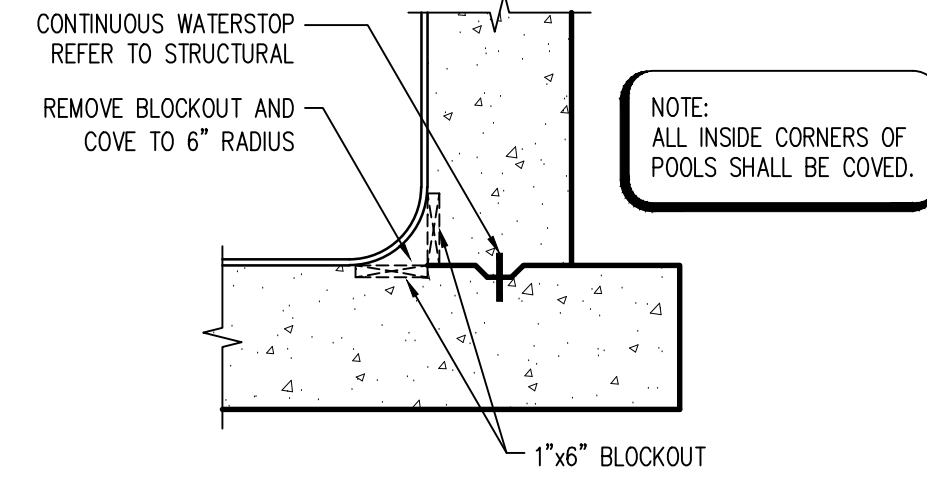
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SP2.2
6" = 1'-0"

CONTRASTING NOSING



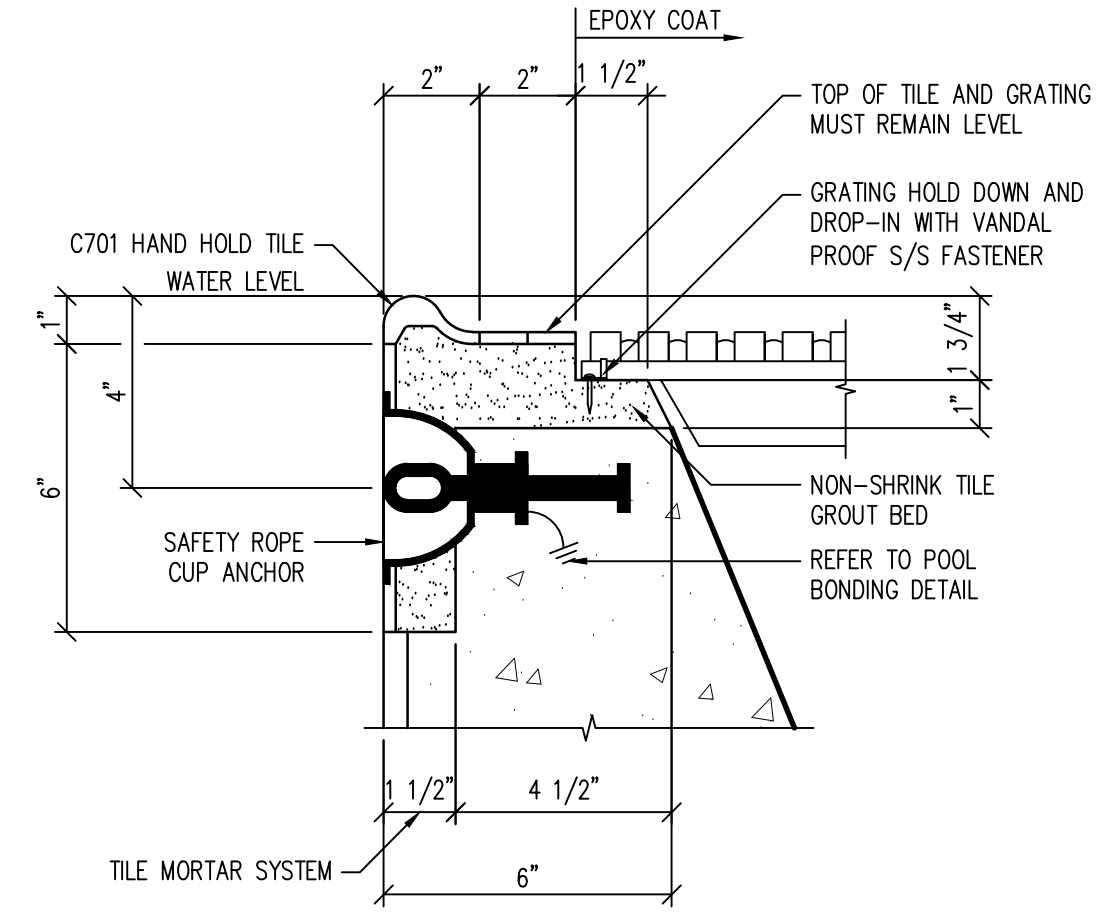
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SP2.2
1/2" = 1'-0"

STAIR SECTION



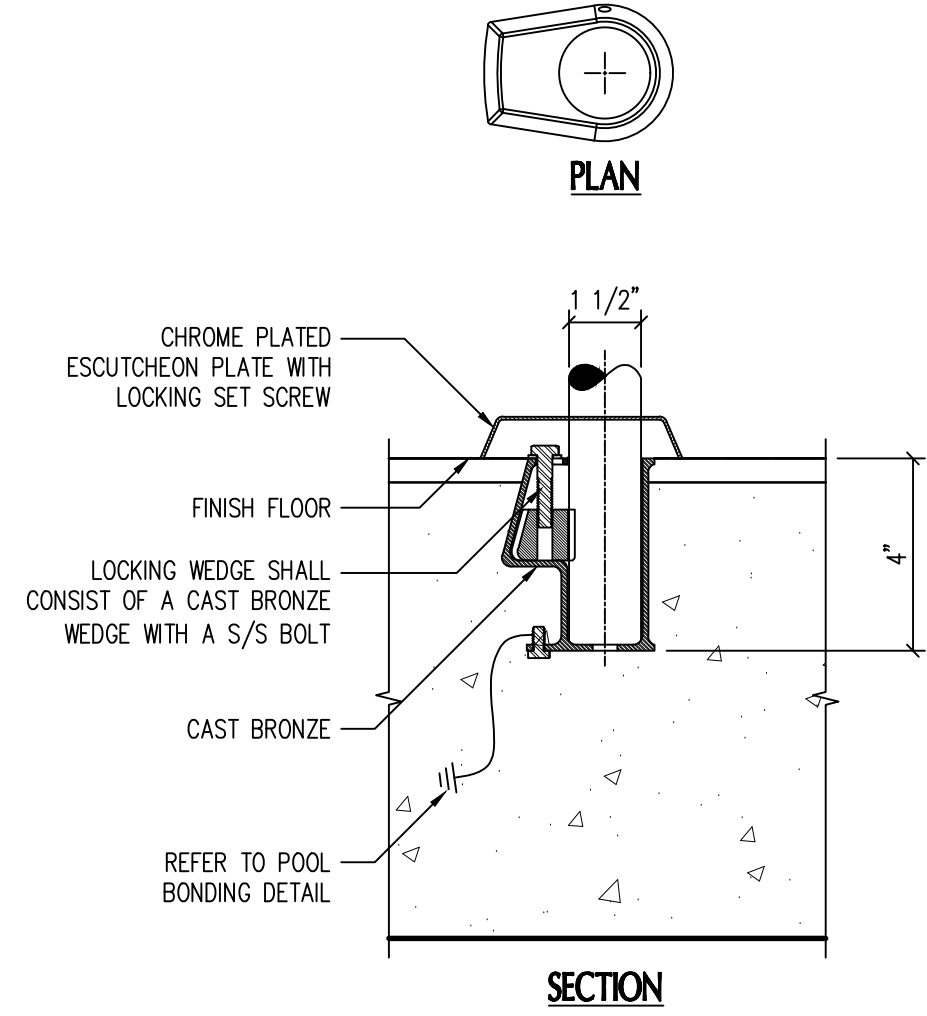
5
SP2.2
3/4" = 1'-0"

CAST IN PLACE CONCRETE COVE



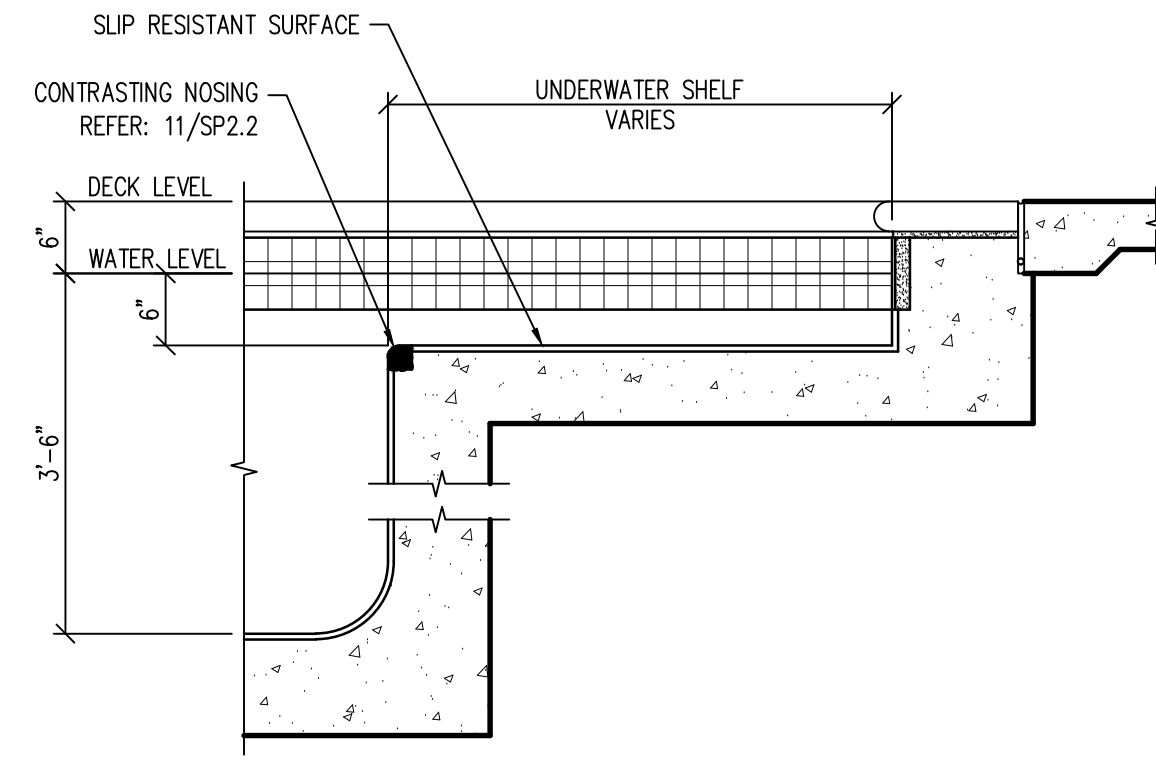
2
SP2.2
3" = 1'-0"

GUTTER LIP



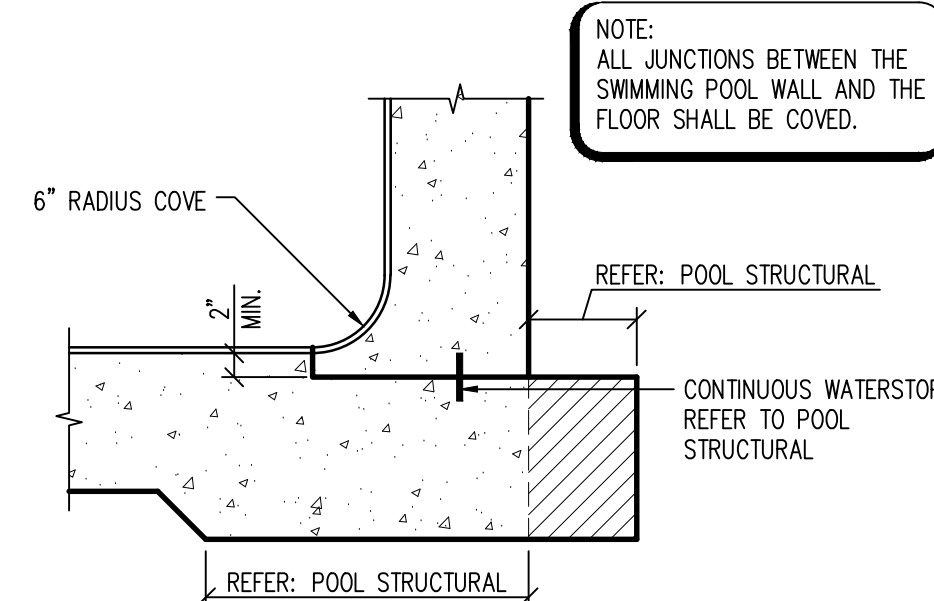
12
SP2.2
3" = 1'-0"

WEDGE ANCHOR



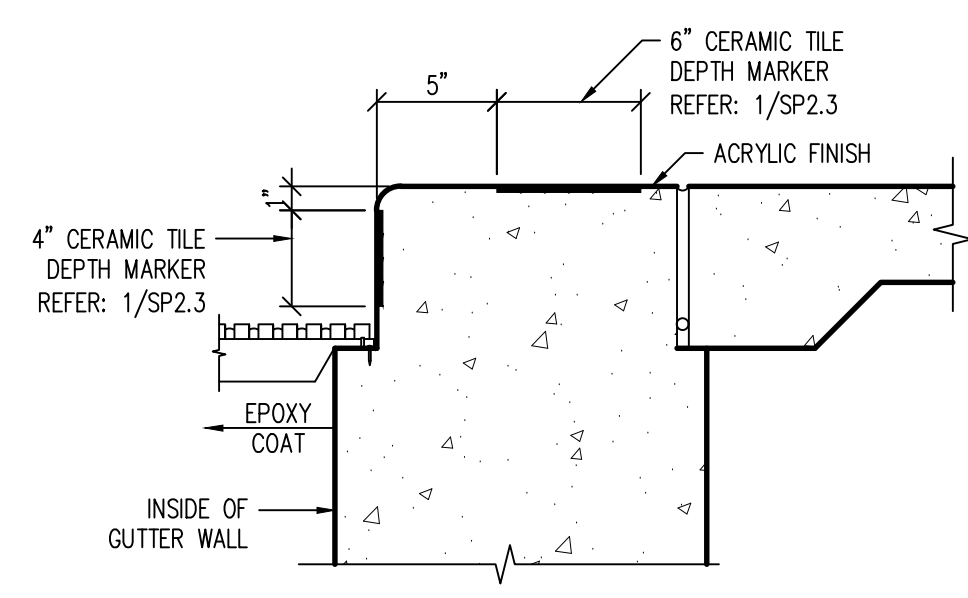
9
SP2.2
3/4" = 1'-0"

UNDERWATER SHELF



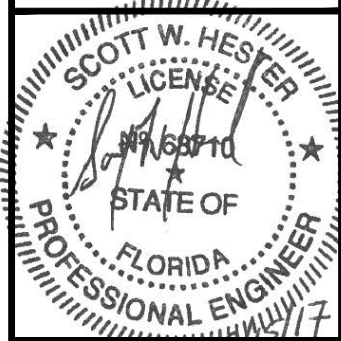
6
SP2.2
3/4" = 1'-0"

SHOTCRETE COVE



3
SP2.2
1 1/2" = 1'-0"

GUTTER CURB

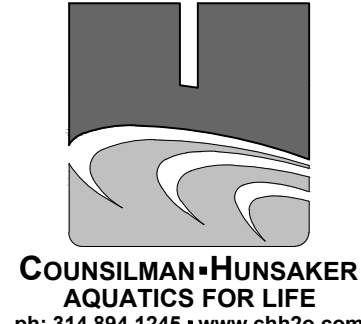


**BUTLER PARK
AQUATIC CENTER**
CITY OF NORTH PORT, FL

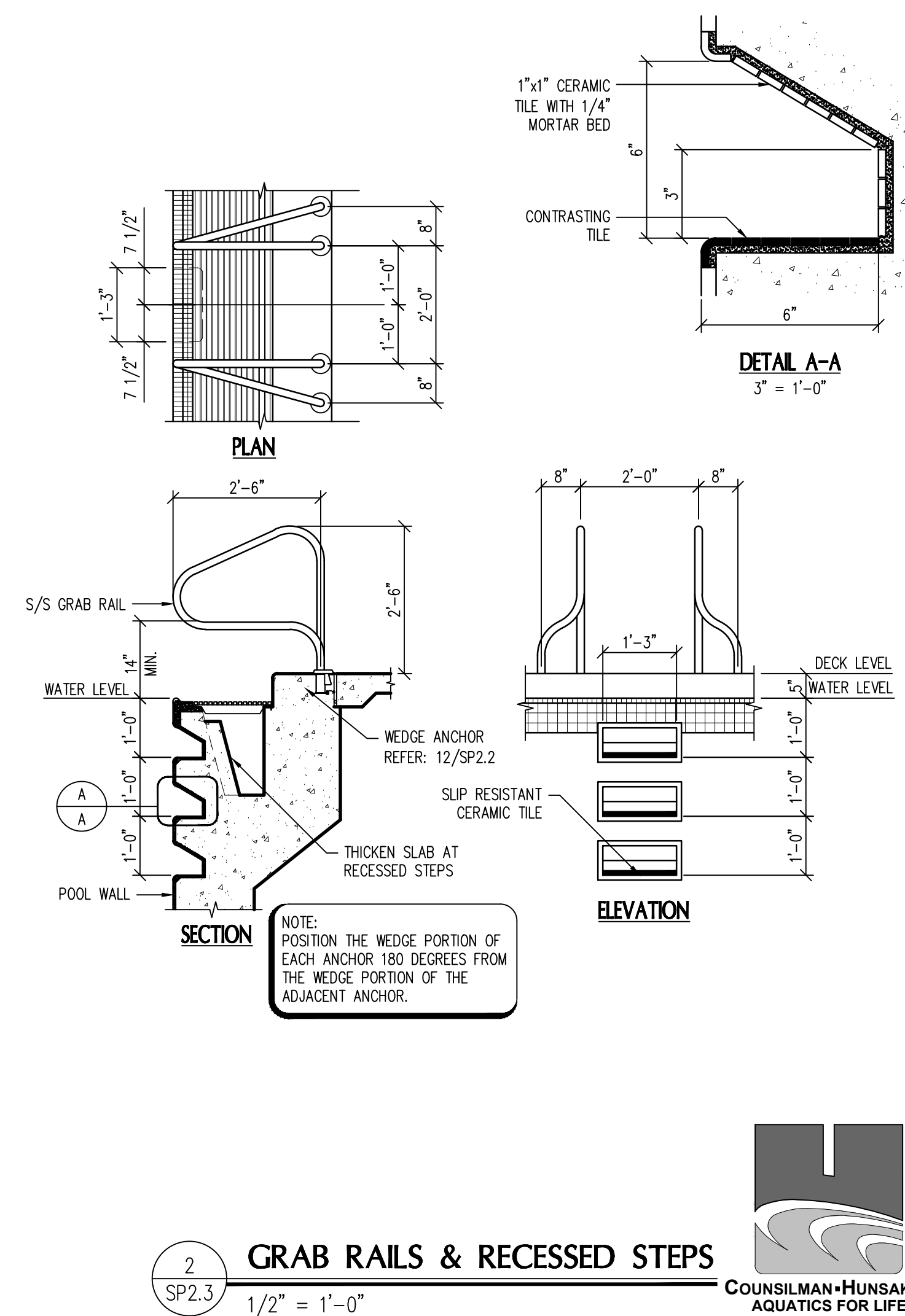
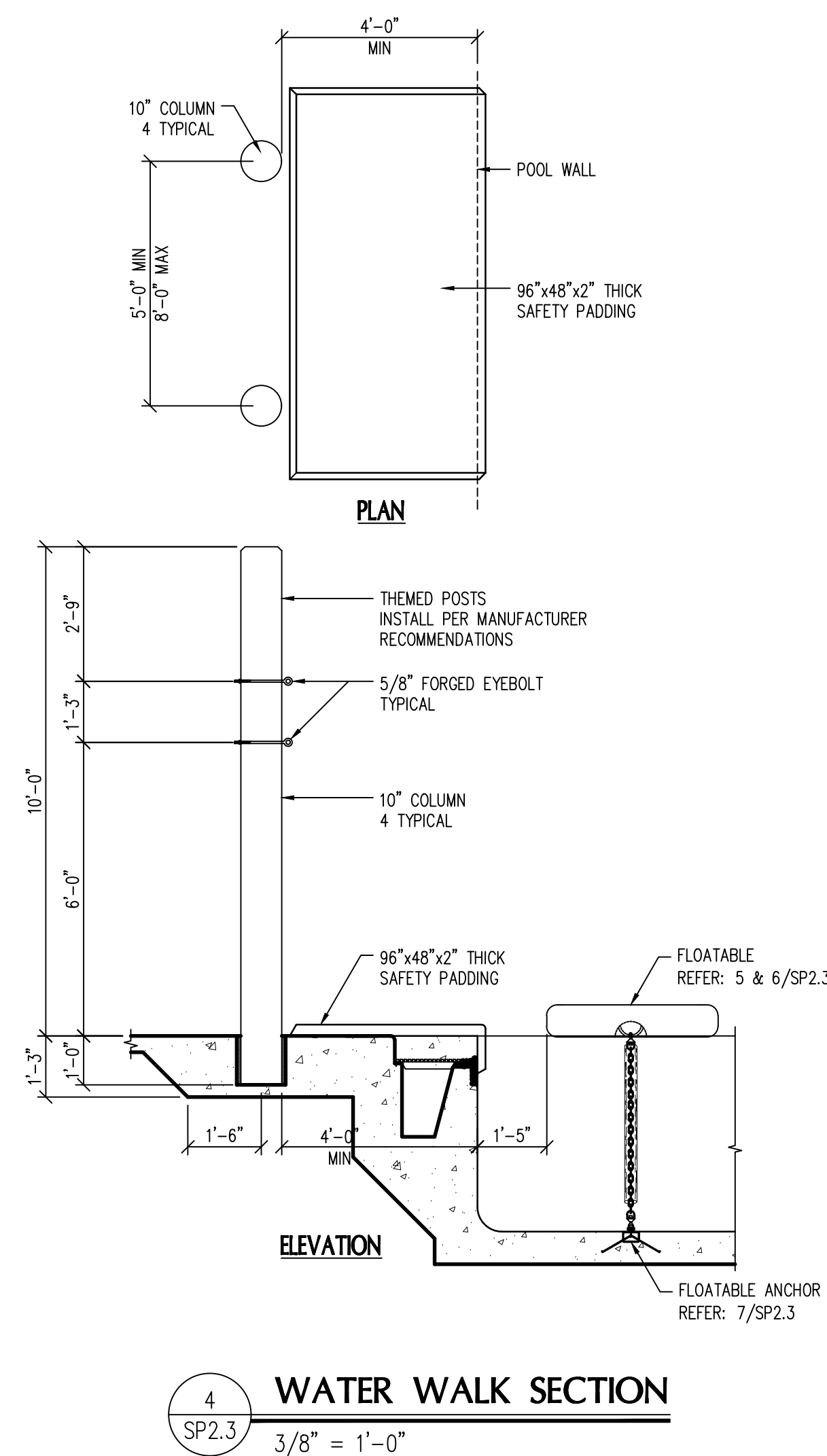
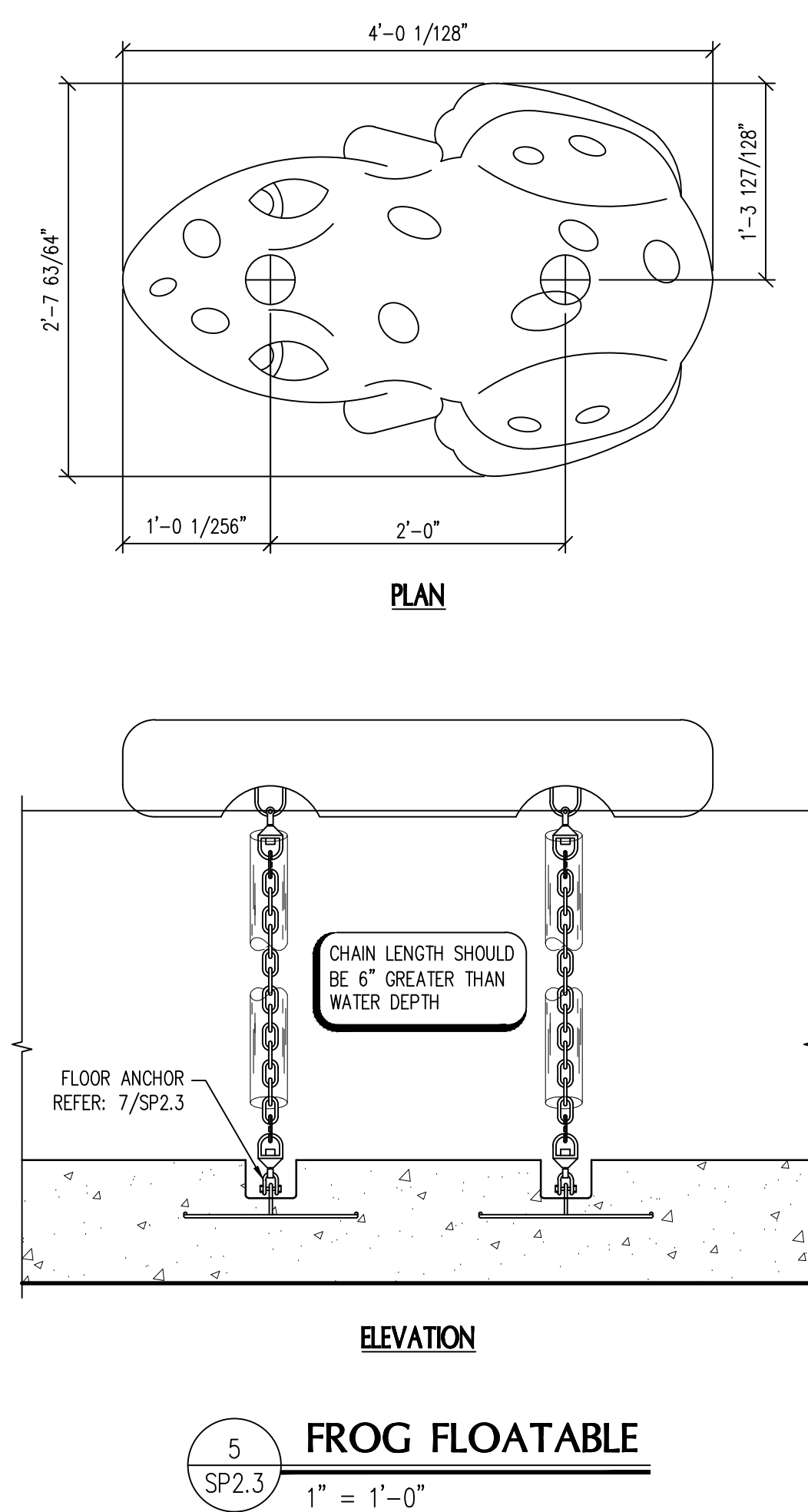
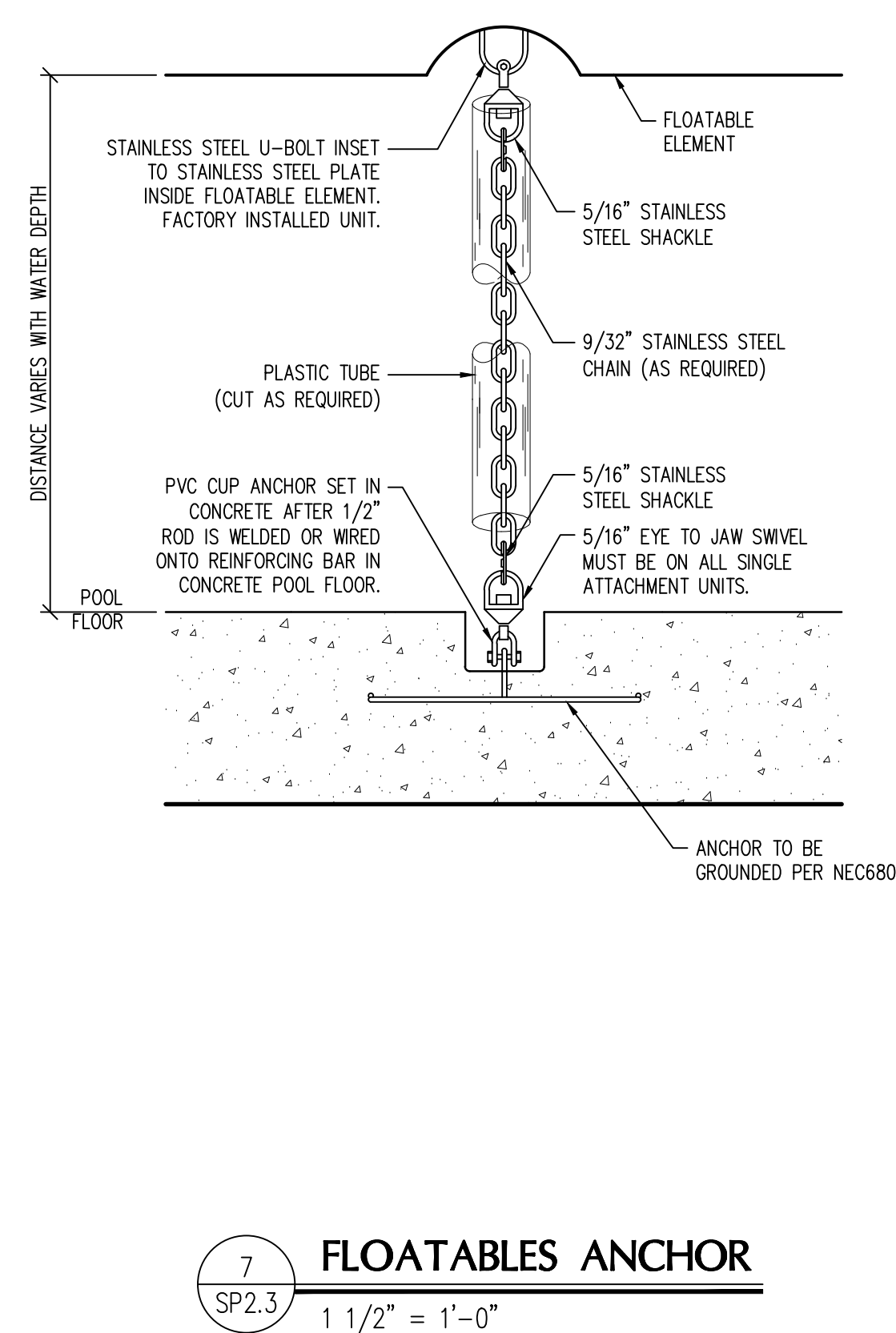
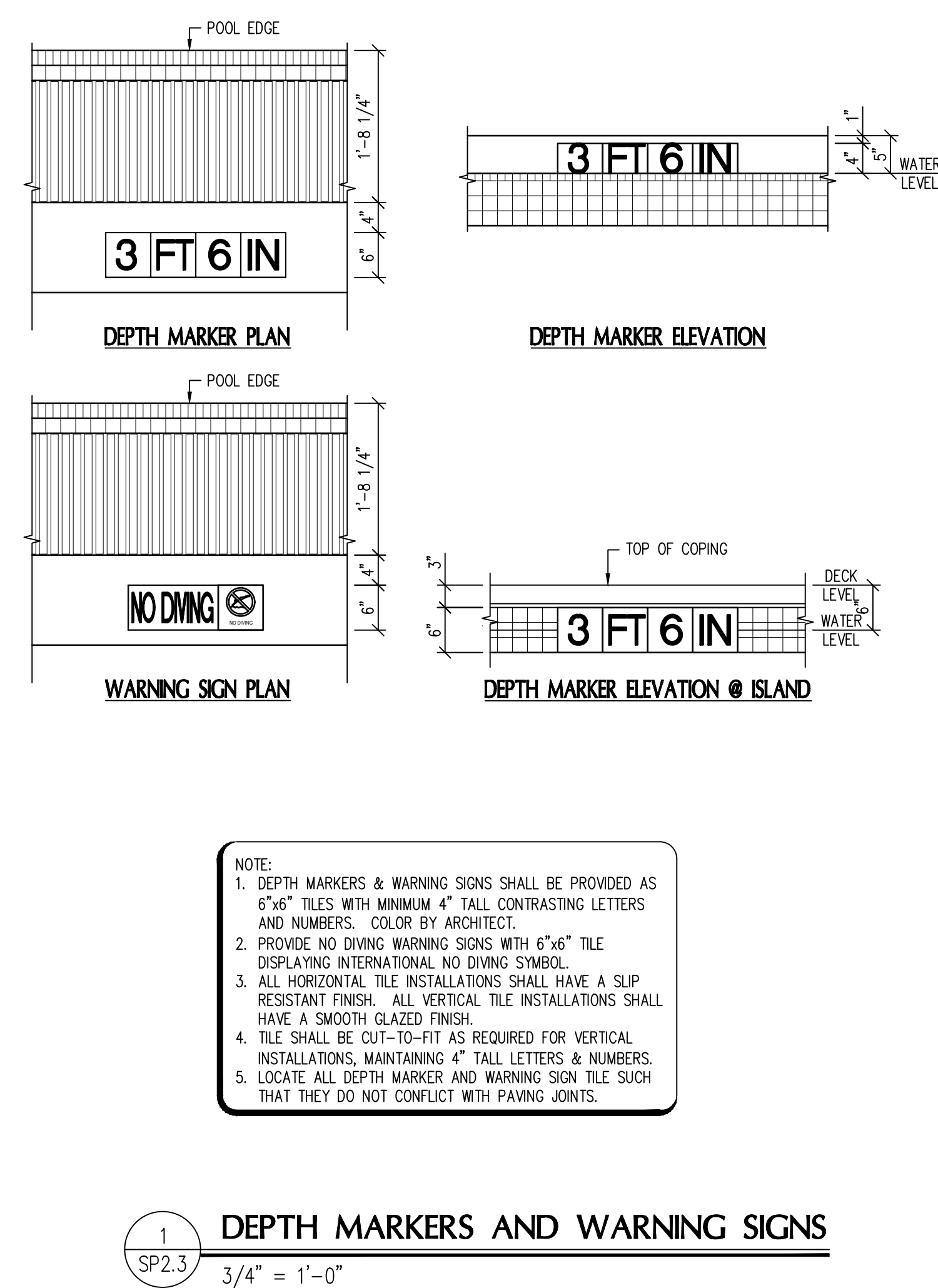
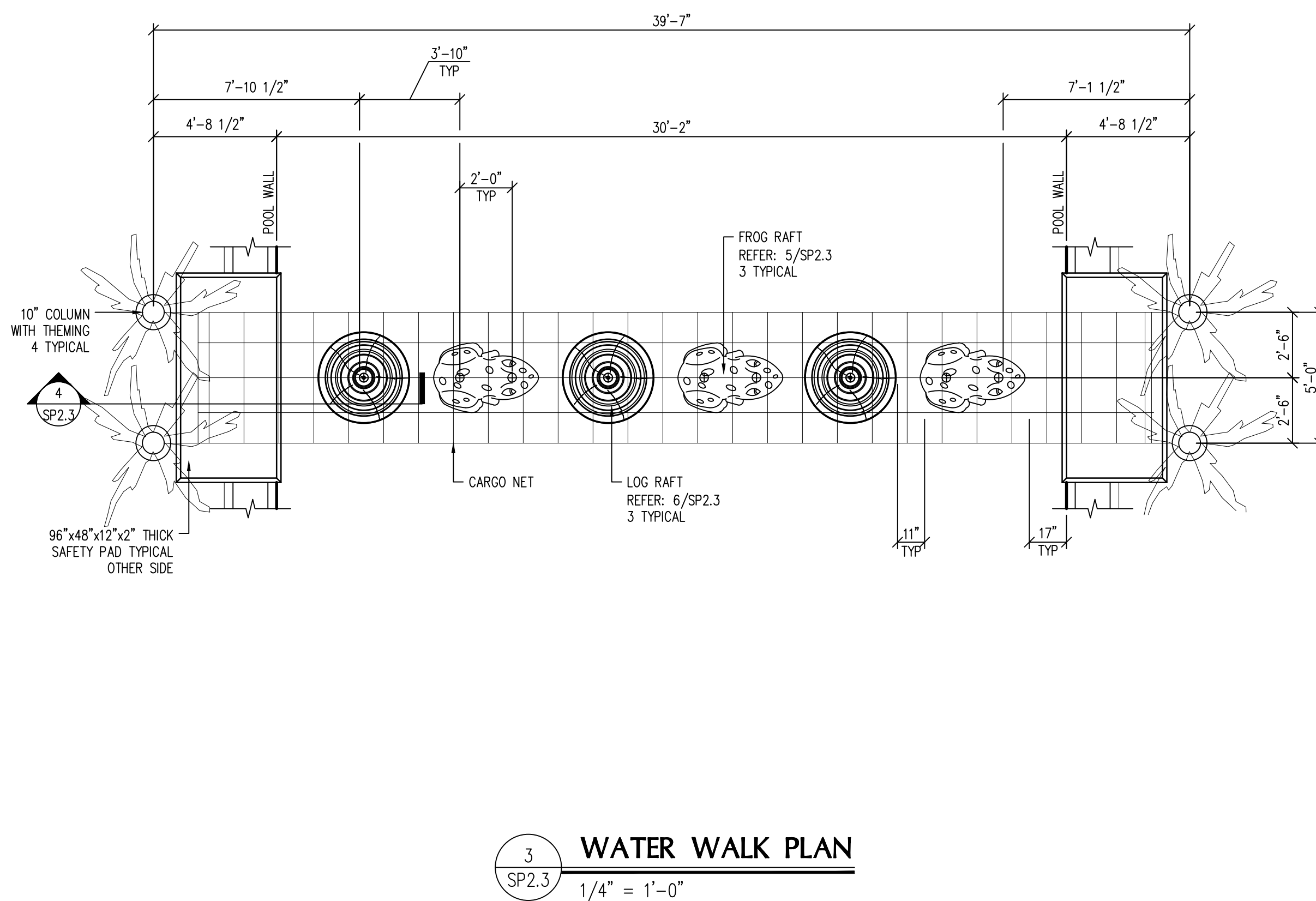
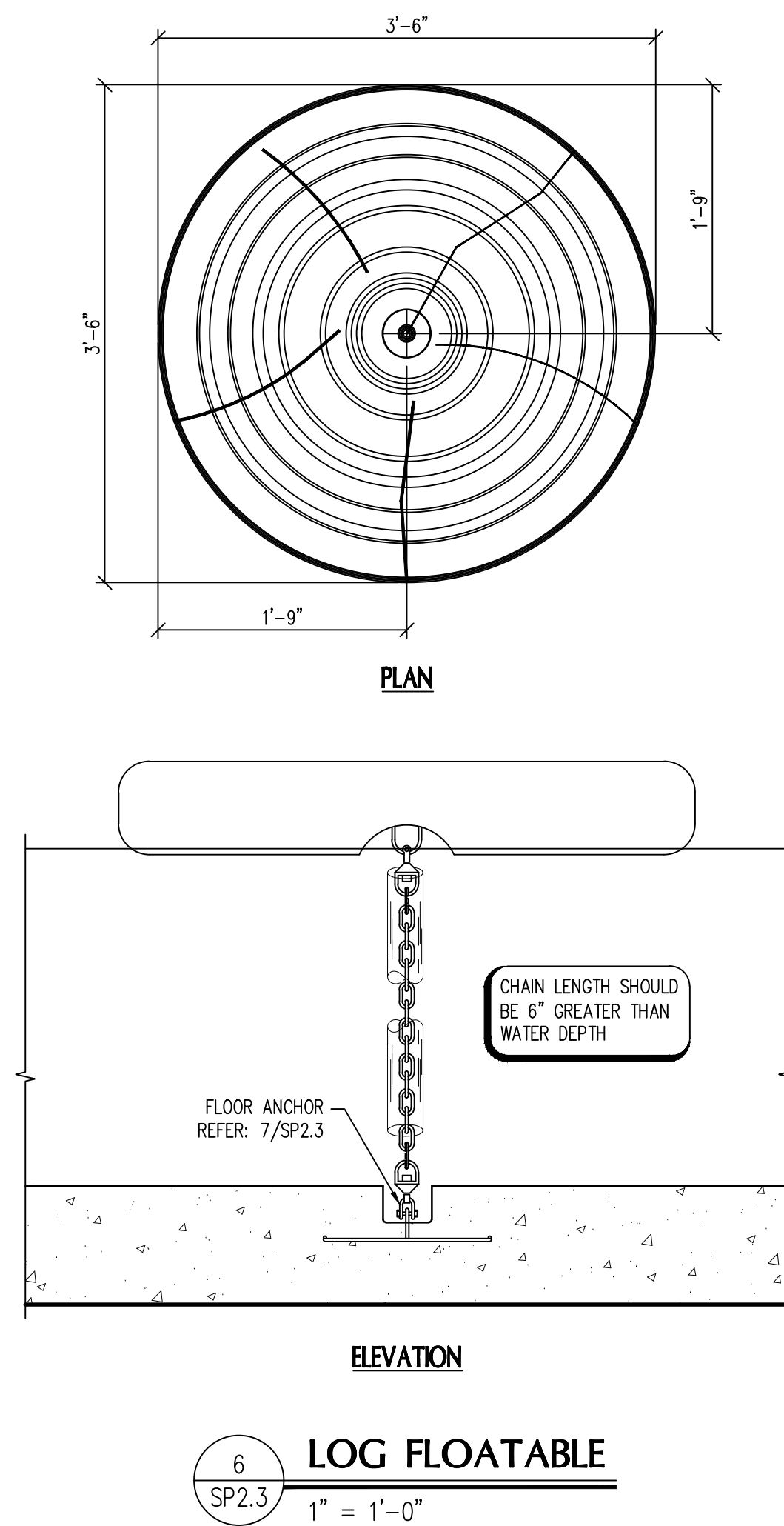
LAZY RIVER DETAILS

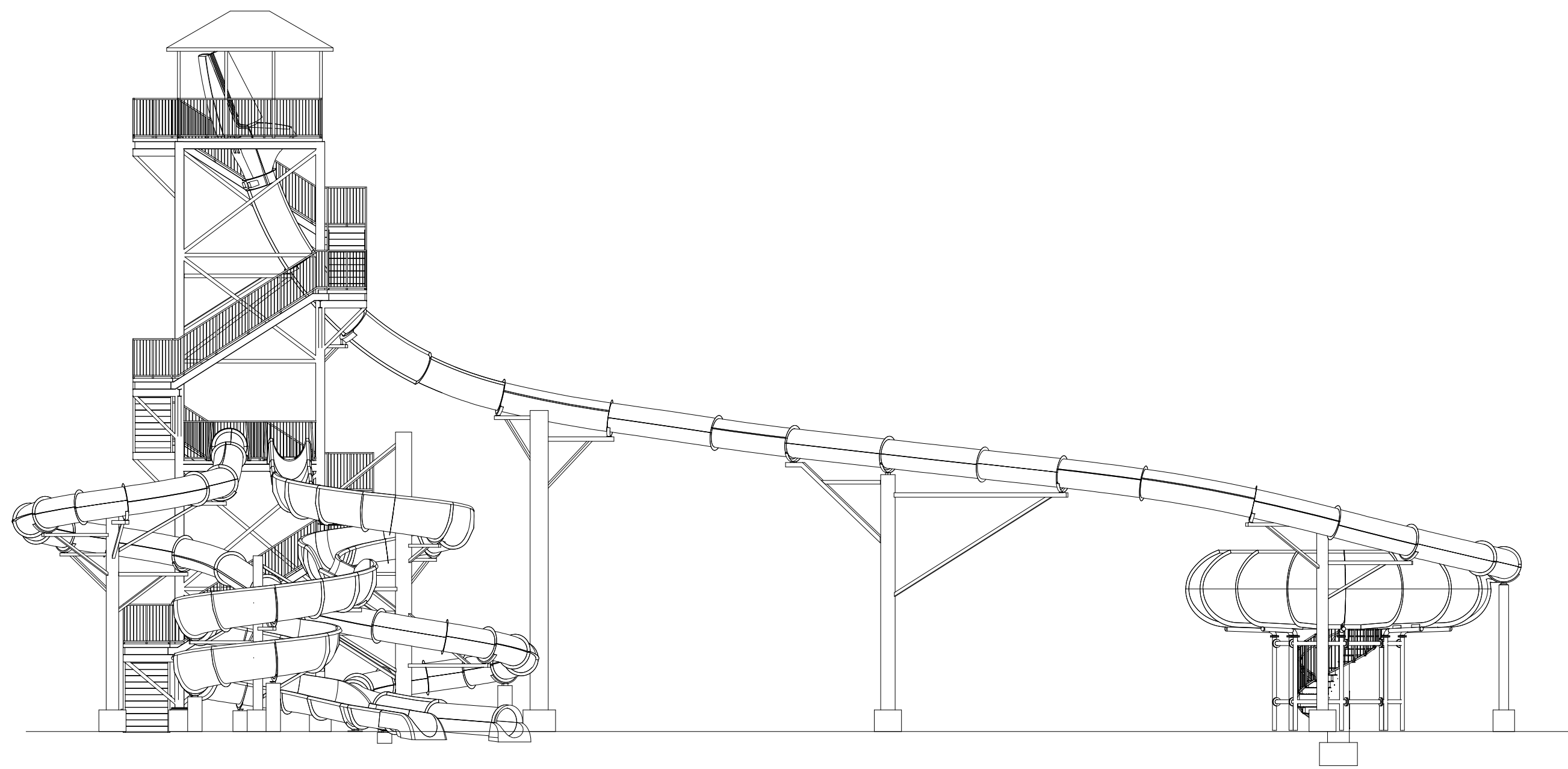
Scale:	AS SHOWN
Designed by:	CAD
Drawn by:	NRK
Checked by:	CAD
Date:	DECEMBER 2017
Project No.	48285014

SHEET
SP2.2

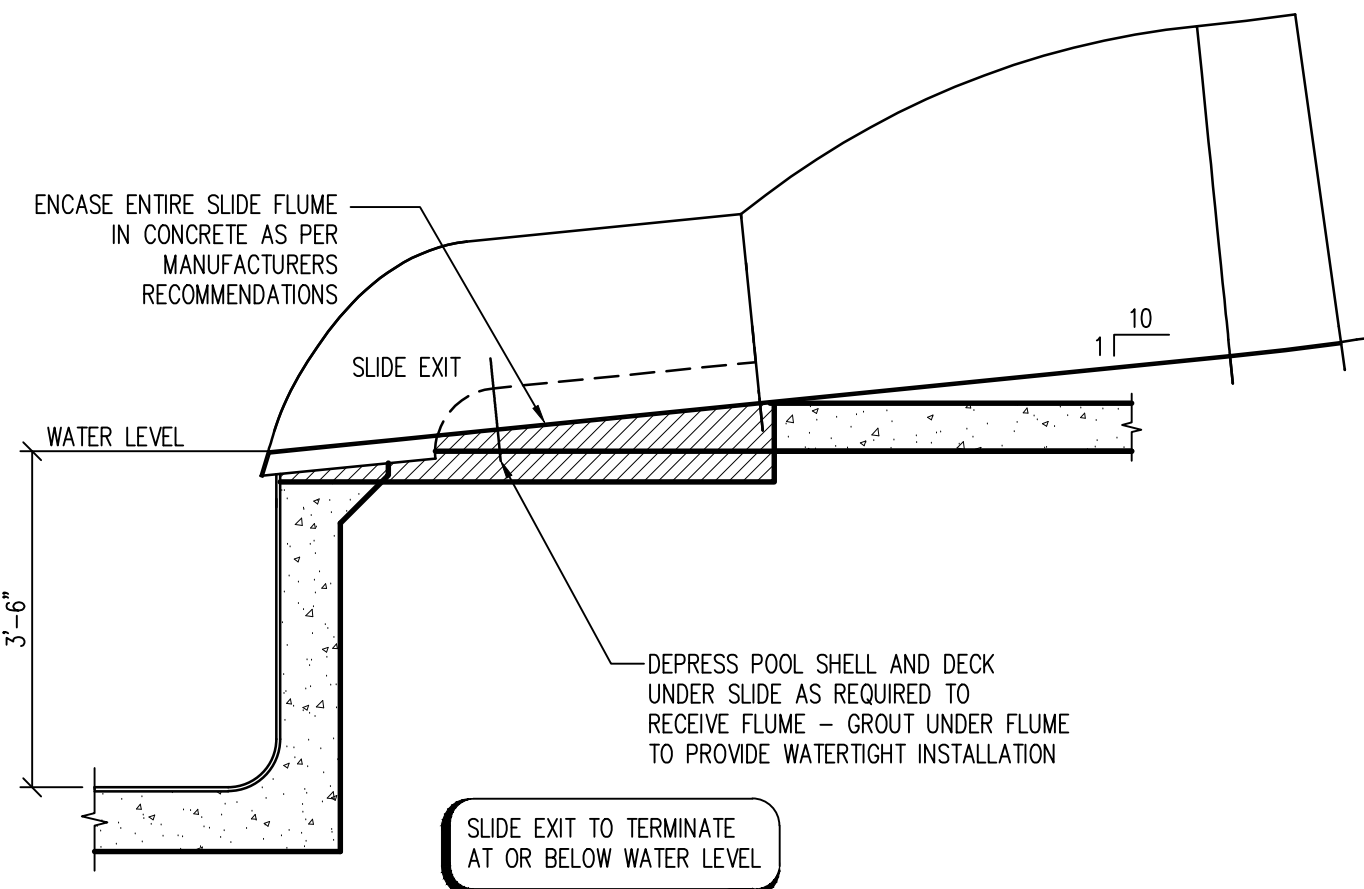


Kimley»Horn
2201 West Royal Lane, Suite 275, Irving, Texas 75063
PHONE: 214-420-5600 FAX: 214-420-5680
FLORIDA REGISTERED ENGINEERING FIRM LC-C000219
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.

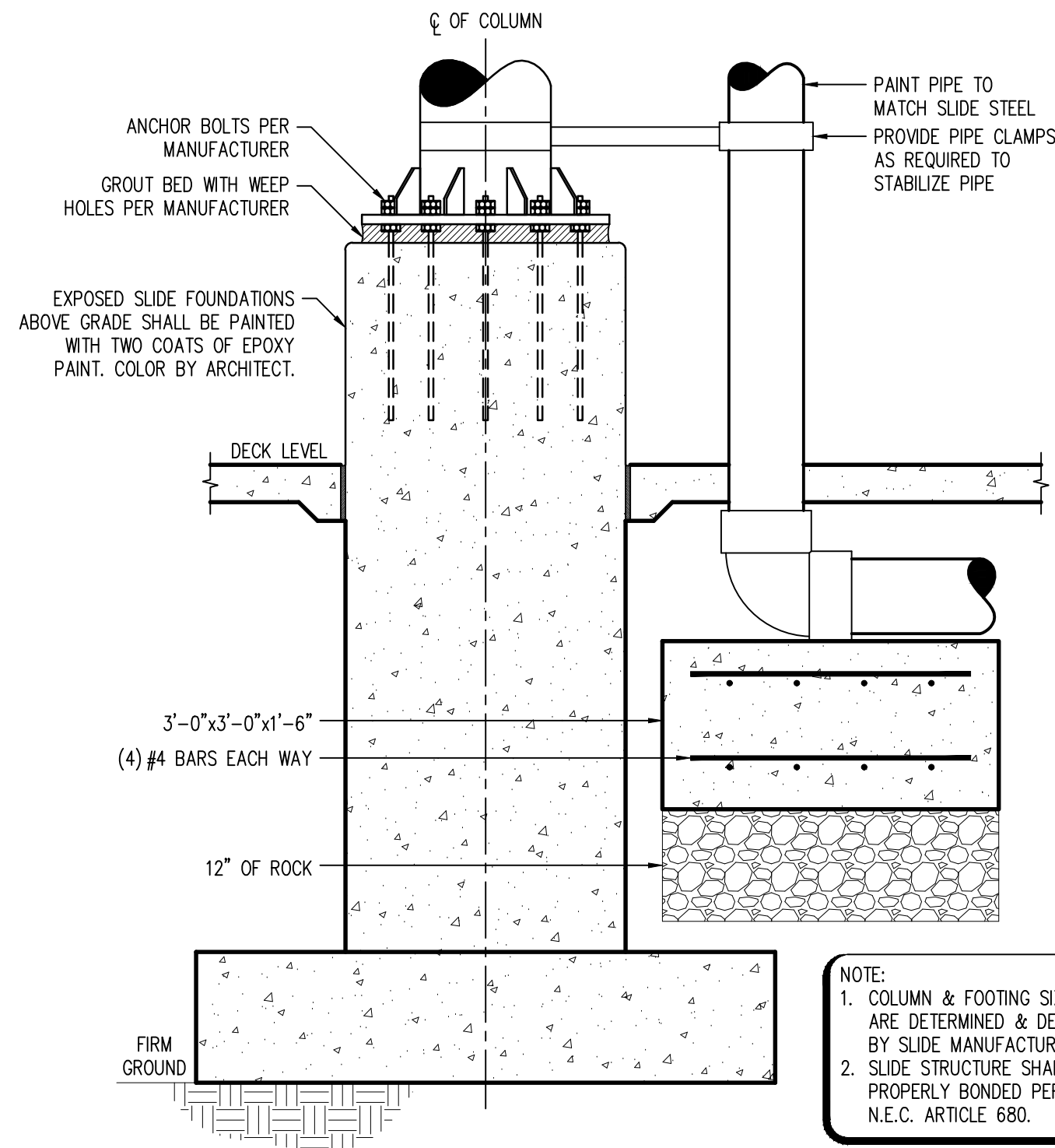




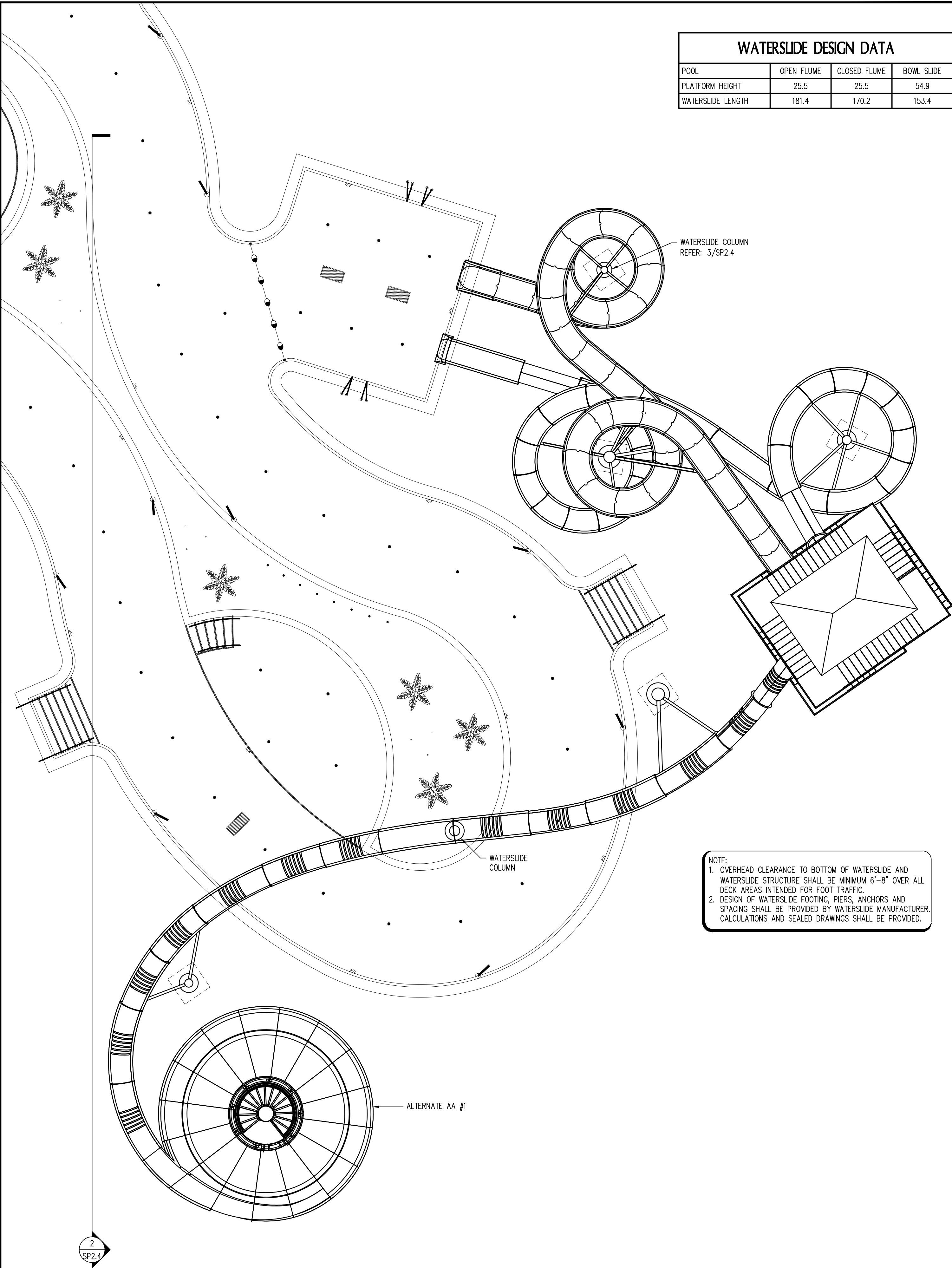
2
SP2.4
WATERSLIDE ELEVATION
3/32" = 1'-0"



4
SP2.4
WATERSLIDE EXIT
1/2" = 1'-0"



3
SP2.4
WATERSLIDE COLUMN
3/4" = 1'-0"



1
SP2.4
WATERSLIDE PLAN
1/8" = 1'-0"

WATERSLIDE DESIGN DATA			
POOL	OPEN FLUME	CLOSED FLUME	BOWL SLIDE
PLATFORM HEIGHT	25.5	25.5	54.9
WATERSLIDE LENGTH	181.4	170.2	153.4

NOTE:
1. OVERHEAD CLEARANCE TO BOTTOM OF WATERSLIDE AND WATERSLIDE STRUCTURE SHALL BE MINIMUM 6'-8" OVER ALL DECK AREAS INTENDED FOR FOOT TRAFFIC.
2. DESIGN OF WATERSLIDE FOOTING, PIERS, ANCHORS AND SPACING SHALL BE PROVIDED BY WATERSLIDE MANUFACTURER. CALCULATIONS AND SEALED DRAWINGS SHALL BE PROVIDED.



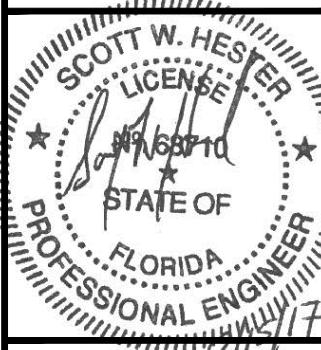
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Designed by:	CAD
Drawn by:	NRK
Checked by:	CAD
Date:	DECEMBER 2017
Project No.	48285014

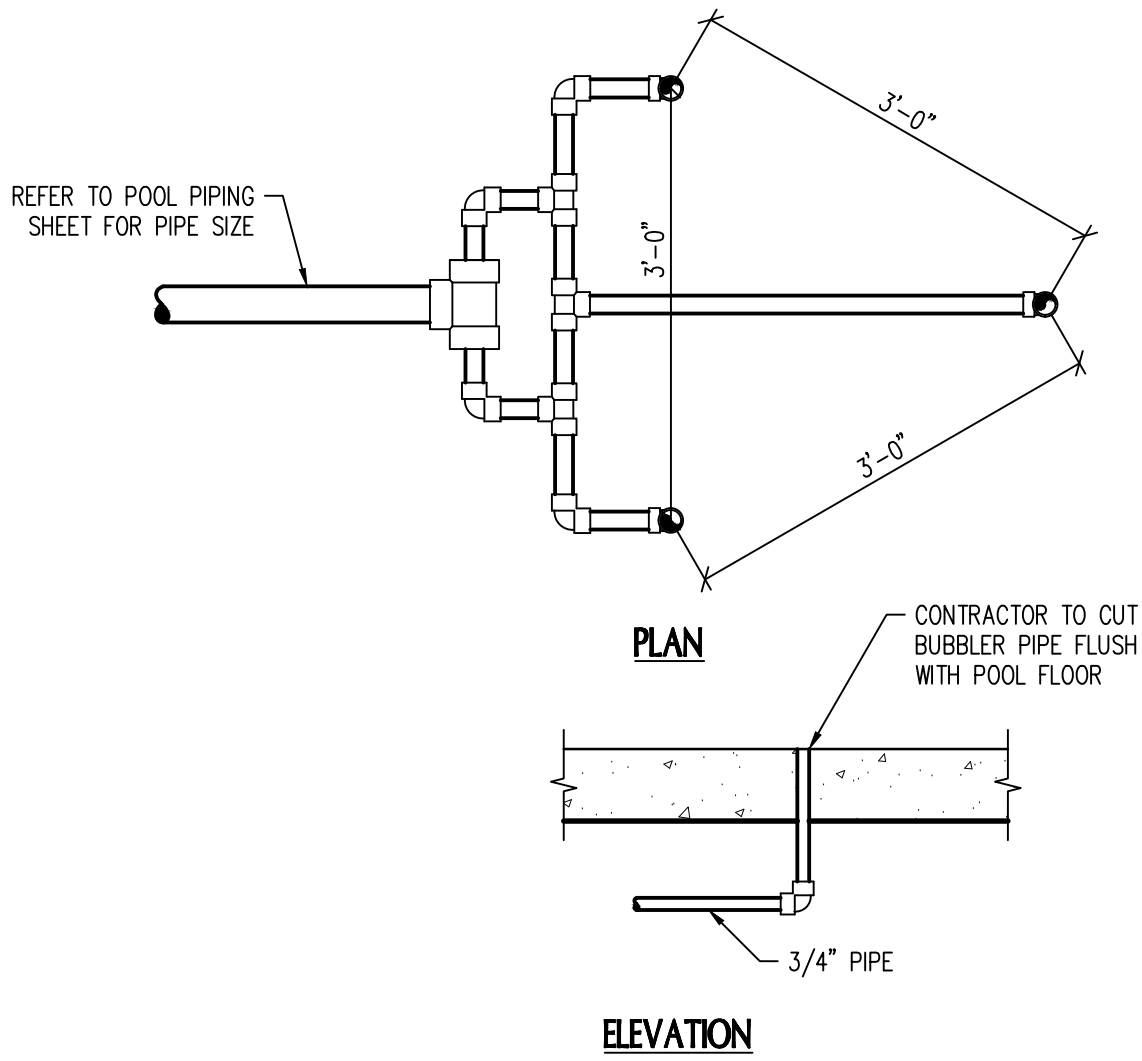
BUTLER PARK
AQUATIC CENTER
CITY OF NORTH PORT, FL

LAZY RIVER DETAILS

SHEET
SP2.4

Kimley»Horn
2201 West Royal Lane, Suite 275, Irving, Texas 75063
PHONE: 214-420-5600 FAX: 214-420-5680
FLORIDA REGISTERED ENGINEERING FIRM LC-0000219
FLORIDA REGISTERED LANDSCAPE ARCHITECTURE FIRM LC-0000219
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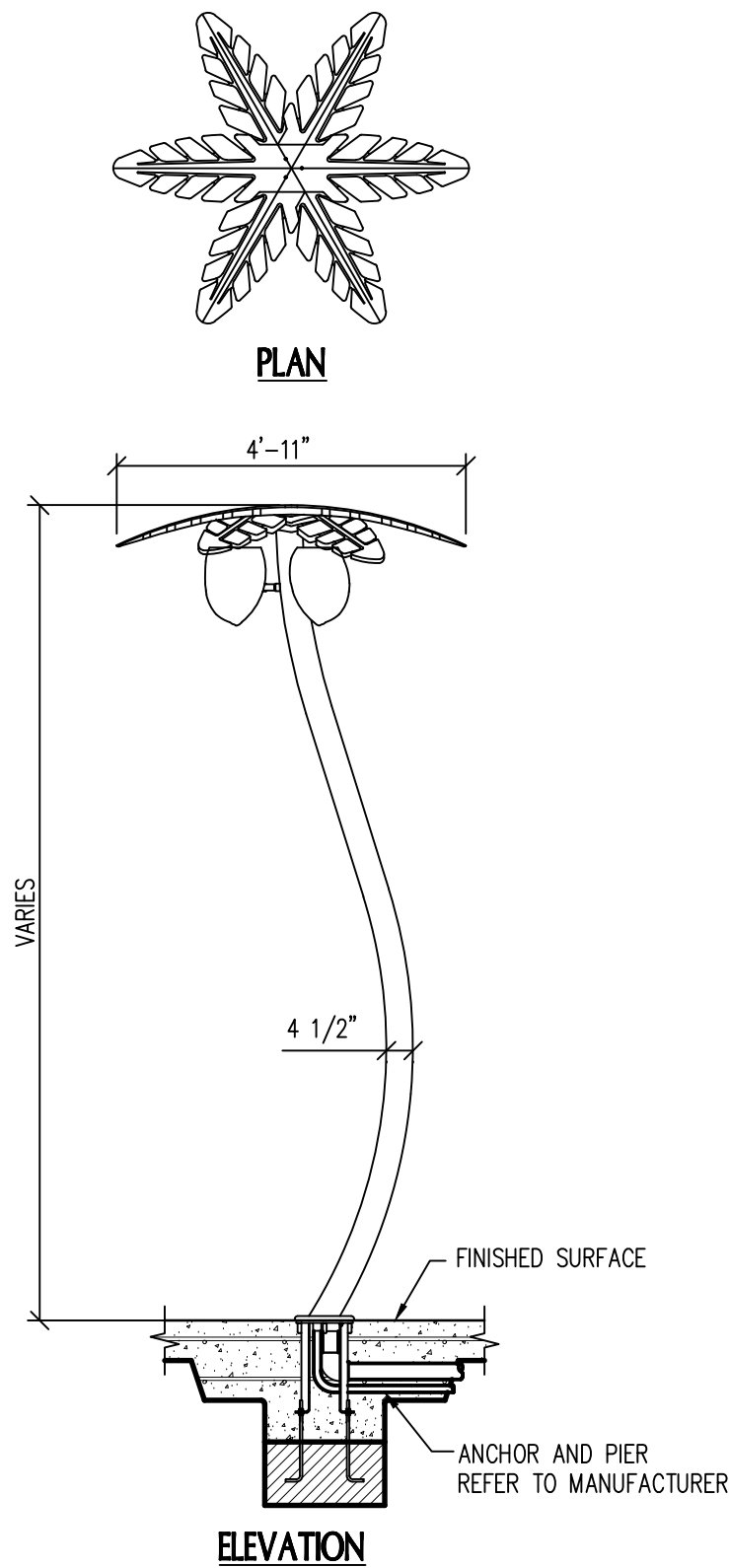
6
SP2.5
BUBBLER FEATURE
3/4" = 1'-0"

- POOL RULES**
1. NO FOOD, DRINK, GLASS OR ANIMALS ON POOL DECK.
 2. SHOWER BEFORE ENTERING POOL.
 3. BATHER LOAD: ____ PERSONS
 4. POOL HOURS: ____ A.M. TO ____ P.M.
 5. DO NOT SWALLOW THE POOL WATER, IT IS RECIRCULATED.
 6. DO NOT USE IF YOU ARE ILL WITH DIARRHEA.

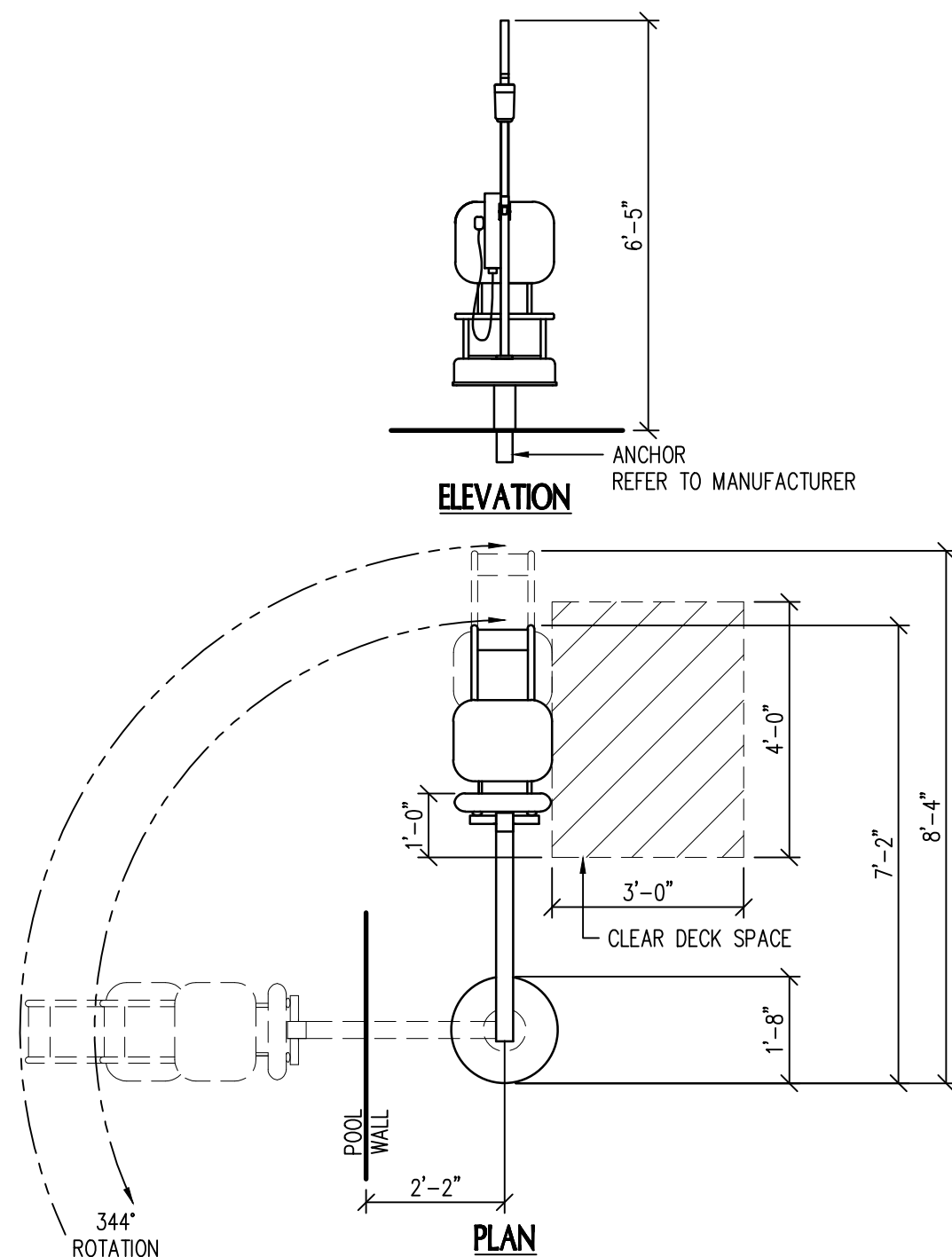
NO DIVING

- NOTE:
1. RULES AND REGULATIONS FOR BATHERS SHALL BE POSTED IN MINIMUM 1 INCH LETTERS WHICH MUST BE LEGIBLE FROM THE POOL DECK.
 2. "NO DIVING" IN 4 INCH LETTERS.
 3. RULES SHALL NOT BE LIMITED TO THOSE LISTED ABOVE.

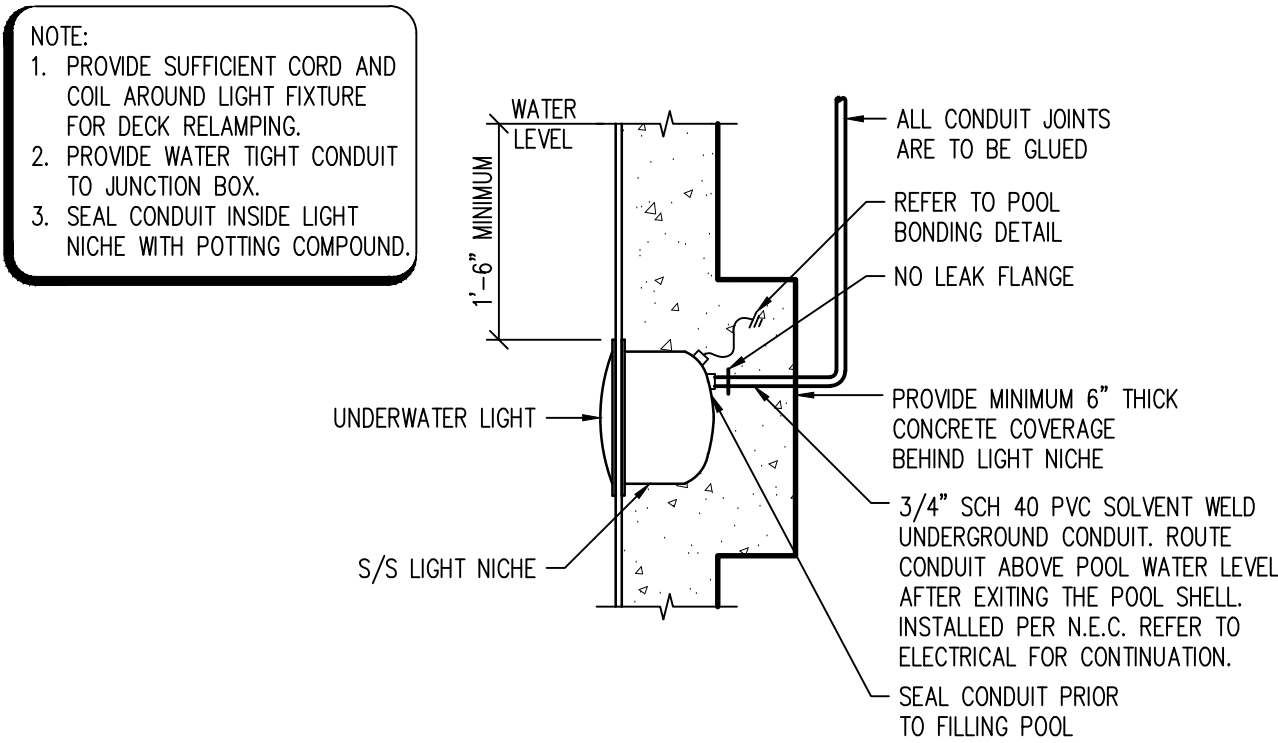
7
SP2.5
POOL RULES
NTS



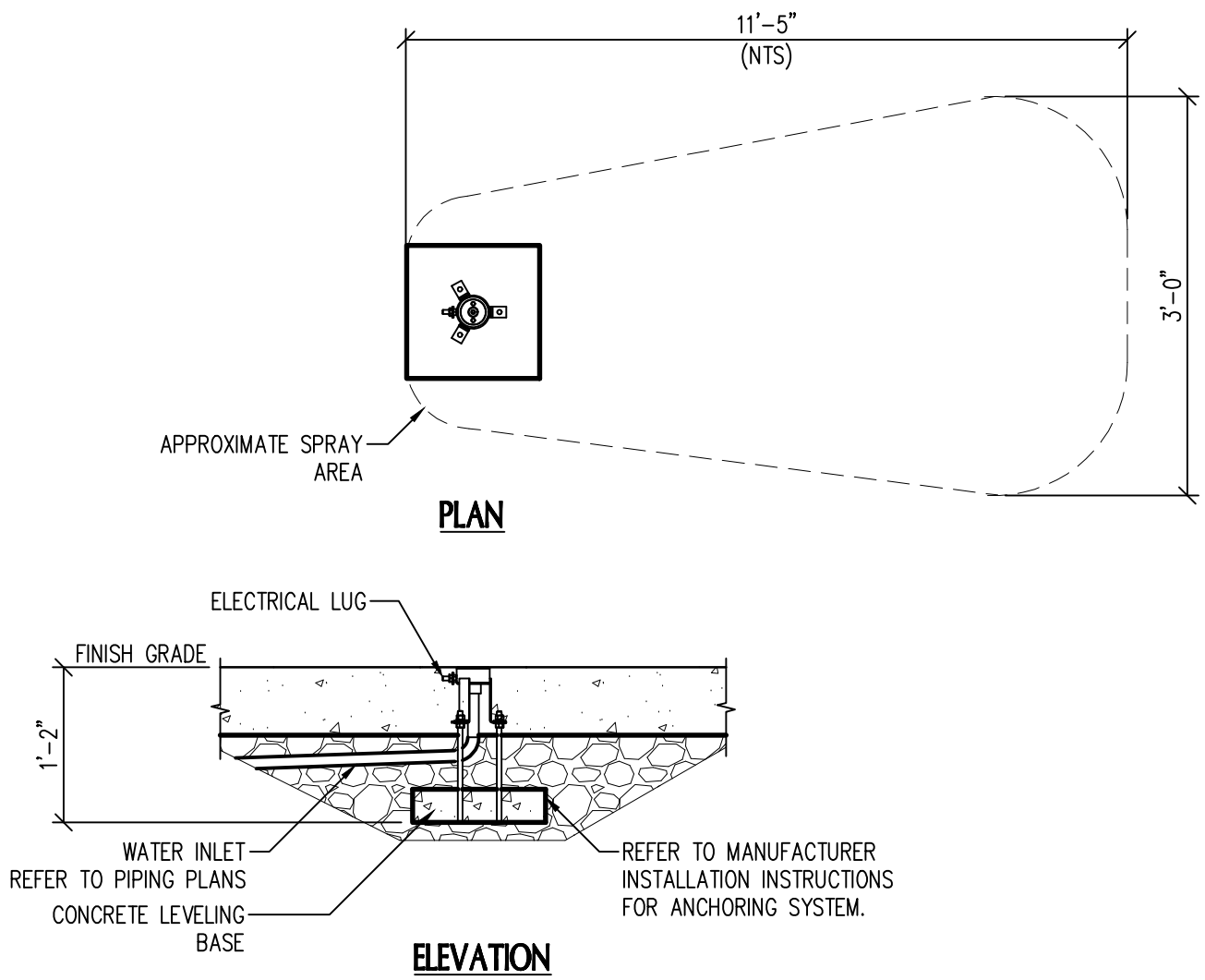
4
SP2.5
WAVY PALM TREE
3/8" = 1'-0"



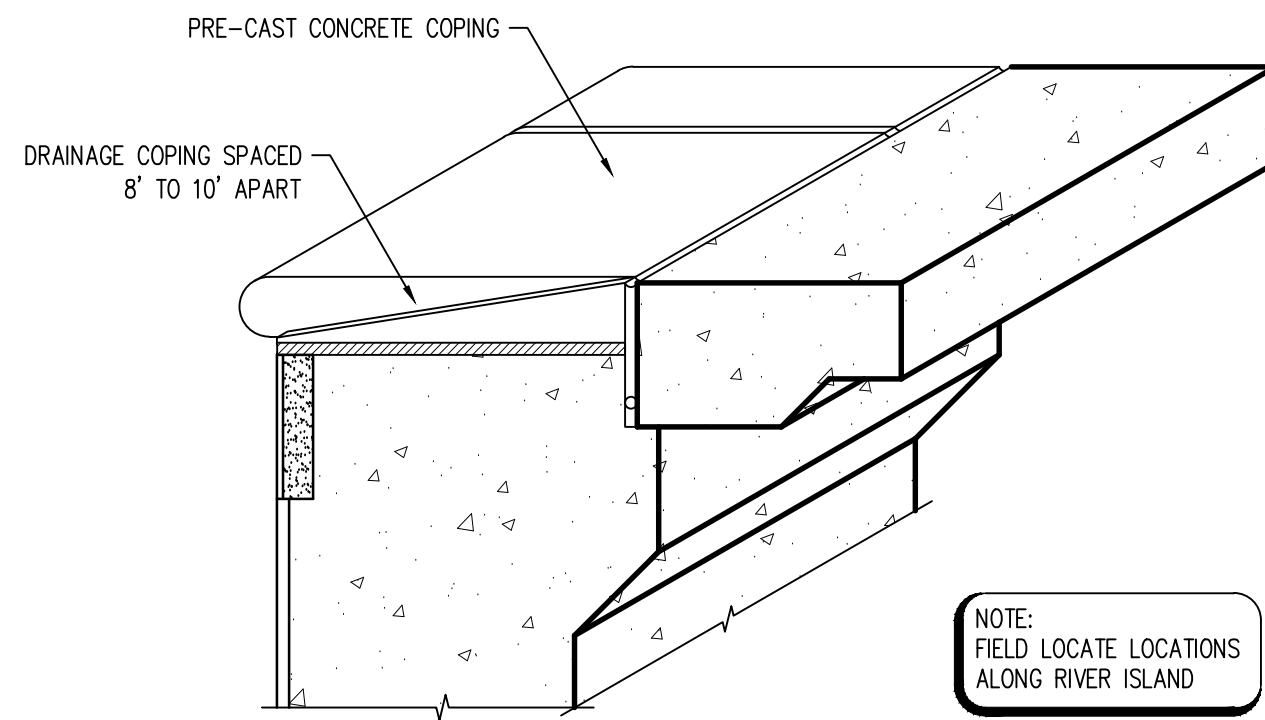
5
SP2.5
POOL LIFT
3/8" = 1'-0"



1
SP2.5
UNDERWATER LIGHT
3/4" = 1'-0"



2
SP2.5
DIRECTIONAL WATER JET FEATURE
3/4" = 1'-0"



3
SP2.5
RIVER FALL
1 1/2" = 1'-0"



Scale:	AS SHOWN
Designed by:	CAD
Drawn by:	NRK
Checked by:	CAD
Date:	DECEMBER 2017
Project No.	48285014



ADDENDUM 1 - REVISED BID SCHEDULE/TABULATION
RFB No. 2025-38
NORTH PORT AQUATIC CENTER LAZY RIVER RESURFACING

COMPANY NAME					
Line Item No.	Item Description	Unit of Measure	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	ITEM 1: REPLACE INTERIOR FINISH OF THE LAZY RIVER	LUMP SUM	1		\$ -
2	OPTION 1: REPLACE WATERLINE TILE	LUMP SUM	1		\$ -
3	OPTION 2: REPLACE THE LIGHT FIXTURE	EACH	18		\$ -
4	OPTION 3: REPLACE THE LIGHT FIXTURE TO THE TRANSFER	EACH	18		\$ -
TOTAL PRICE					\$ -

	NAME OF BUSINESS:	
	PRINT NAME OF AUTHORIZED BINDING AUTHORITY:	
	SIGNATURE OF BINDING AUTHORITY:	

NOTE: SAVE THIS VERSION ON USB IN EXCEL FORMAT.

City of North Port



Request for Bid No. 2025-38

**NORTH PORT AQUATIC CENTER LAZY RIVER
RESURFACING**



CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, SUITE 337
NORTH PORT, FL 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
REQUEST FOR BID NO. 2025-38
NORTH PORT AQUATIC CENTER LAZY RIVER RESURFACING**

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Contractor to resurface the Lazy River at the North Port Aquatic Center, 6205 W. Price Blvd., North Port, FL 34291. **Work shall begin on or after November 1, 2025, and must be completed no later than February 28, 2026.**

**NON-MANDATORY PRE-BID MEETING FOLLOWED BY SITE VISIT: JULY 24, 2025, AT 10 AM
4970 CITY HALL BOULEVARD, ROOM 337-A, NORTH PORT, FLORIDA**

All potential Bidders are recommended to attend the non-mandatory pre-bid conference will be conducted to answer questions regarding the bid requirements. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents.

**BID OPENING: AUGUST 14, 2025, AT 2 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** Late bids will be rejected and will not be considered for award.***

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. The only place to obtain the addenda is on 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 www.northportfl.gov/filesshare (**select the Purchasing Folder and scroll to Project RFB 2025-38**). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, Procurement Manager at 941.429.7172. Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@Northportfl.gov. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **AUGUST 6, 2025, by 2 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: July 14, 2025

- Sarasota Herald Tribune
- www.northportfl.gov & www.demandstar.com

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SECTION III: SPECIAL PROVISIONS	_____
 SECTION IV: CITY FORMS -SIGNED/NOTARIZED AND RETURNED	 _____
CF-1: Bidder checklist	
CF-2: Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).	
CF-3/EX.8: Bid Schedule (Excel format, separate document) – DO NOT RECREATE SPREADSHEET	
➤ Must complete the entire schedule-do not leave blanks, print original, copy, and save on USB drive in excel format.	
CF-4: Bid Form	
CF-5: Statement of Organization	
CF-6: Addenda Acknowledgement and Bid Bond Terms	
CF-7: City Bid Bond Form (DO NOT RECREATE AND ONLY USE THIS FORM)	
CF-8: Equipment and Source of Supply List	
CF-9: Qualifications and Experience Form	
CF-10: Insurance acknowledgement	
CF-11: Certification Regarding Lobbying	
CF-12: Non-Collusive Affidavit	
CF-13: Conflict of Interest Form	
CF-14: Public Entity Crime Information	
CF-15: Drug-Free Workplace Form	
CF-16: The Florida Trench Safety Act	
CF-17: Scrutinized Company Certification Form	
CF-18: Vendor's Certification For E-Verify System	
CF-19: Performance and Payment Bond Terms (Does not need to be submitted with bid)	
CF-20: Performance and Payment Bond Form (attached for use after award, does not need to be submitted with bid)	
CF-21: Human Trafficking Affidavit	
CF-22: Foreign Entities of Concern Affidavit	
 SECTION V. CONSTRUCTION CONTRACT TEMPLATE – SAMPLE ONLY-SUBJECT TO UPDATES	 _____

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 NO. 2025-38 North Port Aquatic Center Lazy River Resurfacing Project:**

☐ 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: _____ **E-MAIL ADDRESS:** _____

SIGNATURE: _____

DATE: _____

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

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 PROVISIONS 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 PROVISIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE REQUIREMENTS 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: The following terms have the meaning described.

- **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 Provisions; Special Provisions; Technical Specifications, Construction Plans Set, the City Forms and Attachments, including but not limited to: Certification Regarding Lobbying, Non-Collusive Affidavit, Conflict of Interest Form, Public Entity Crime Form, Drug-Free Workplace Form, The Florida Trench Safety Act (if required), Scrutinized Company Affidavit, Vendor's Certification for E-Verify System, Debarment Form, Insurance Requirements, Payment and Performance Bonds, Bid Bond, 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, Affidavit of Compliance with Anti-Human Trafficking Laws, Affidavit of compliance with foreign Entity Laws (if required), 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.

INSTRUCTIONS TO BIDDERS

1. **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.

2. **EXAMINATION OF BID DOCUMENTS:** Prior to submission of a bid form, bidders shall carefully examine the General Provisions, Special Provisions, 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.

3. **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.

4. **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.

5. **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.

6. **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the General

Provisions, Special Provisions, the Technical Specifications, the Bid Form, or any Addendum issued, the order of precedence shall be: the last Addendum issues, the Bid Form, The Technical Specifications the Special Provisions, and then the General Provisions. It is incumbent upon the Contractor to identify such conflicts to the designated purchasing representative prior to the Bid or proposal response date.

7. **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.

8. **CONTRACTOR'S AFFIDAVIT:** When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.

9. **SUBCONTRACTORS AND SUPPLIERS:** All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.

10. **RELEASE OF LIENS:** The Contractor is required to pay all money due to subcontractors and material dealers promptly. The Contractor shall submit releases of liens, 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.

11. **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: 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.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, **CUSTOMER CARE CALL CENTER, 1st FLOOR, CITY HALL**, 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. 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 contractor, continue until completion without change to the then current prices, terms and conditions.

19. TERMINATION OF CONTRACT:

- A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
- (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
 - (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
 - (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
 - (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- C. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget

approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.

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

- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.
- J. E-Verify Violation.
- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
 - (1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
 - (2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- K. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

20. 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.

21. LAWS AND REGULATIONS: Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.

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

The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract 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.

22. **LICENSES AND PERMITS:** The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.

23. **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.

24. **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.

25. **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.

26. **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.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** The City consistent with the provisions of Title VII of the Civil Rights Act of 1964 ("Title VII") and the regulations issued pursuant to Title VII and Florida Statutes Section 287.09451, states that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

28. **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.

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the work.

The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientations, gender identity or expression, or physical characteristic.

29. 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.

30. **PUBLIC RECORD:** In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must 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 Section

119.011(12), as amended. As of the Effective Date of this Contract “public records” means 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. The 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 the term and in furtherance of this Contract.

- (2) Upon request from the City’s custodian of public records, provide the City 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 public 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 the City following completion of the Contract, the Contractor must maintain the public records for the time 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 the 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 must 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 must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, PUBLICRECORDSREQUEST@NORTHPORTFL.GOV.**
- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

31. FORCE MAJEURE: Should performance of any obligation created under this Contract 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 the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

- (f) The non-performing party provides written notice within five (5) calendar days of the event of **force majeure**, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (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 must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- A. The non-performing party's affected obligations under this Contract 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 will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
 - B. The term of this Contract will be extended by a period equal to that during which the non performing party's performance is suspended under this Section.

31. GOVERNING LAW AND VENUE: The exclusive venue for any legal or judicial proceedings in connection with the enforcement, interpretation, or otherwise related to this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle Districts of Florida. 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. The Contractor and his subcontractors shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules, and regulations that, in any manner, affect the Work required under this Contract. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract.

32. 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.

33. 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.

34. 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.

35. CONTRACTING WITH CITY OFFICERS, 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 City's 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.

36. PERFORMANCE/PAYMENT BOND:

- A. Performance and Payment Bond. The Contractor must provide a performance and payment bond in the form prescribed in Section 255.05 Florida Statutes, as may be amended, in the amount of one hundred percent (100%) of the Contract Price, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the surety company:
1. Is licensed to do business in the State of Florida;
 2. Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
 3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 4. Is otherwise in compliance with the provisions of the Florida Insurance Code;
 5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
 6. Has 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; and
 7. Has an underwriting limitation of at least two times the dollar amount of the Contract Price.
- B. Substitute Bond Required. 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 this Contract, the Contractor must, within five (5) calendar days thereafter, substitute another bond and surety company, both of which are subject to the City's approval.
- C. Surety Acceptance of Terms. The Contractor warrants that the Contractor delivered this Contract to the surety prior to execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.
- D. Delivery of the Bond. The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the Contractor the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.
- E. Recording the Bond. The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.

37. 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.

38. **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.

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

40. **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.

41. **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.

42. **AUDIT:** City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

43. **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 [Section 274A of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Contract by the City. The City may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, Fla. Stat.

44. **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.

45. **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.

46. **PAYMENT:**

A. Payment Requests. The Contractor must use a City approved form for all payment requests, along with an updated work schedule reflecting the progress of all work. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The Contractor's payment request must include any changes approved in previous payment requests.

B. Payment. The Contract Price is net, and all payment requests are payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, *et seq.*). The City or its authorized agent will make payment to the Contractor for all services or work completed or materials furnished in accordance with this Contract only upon certification and approval of the payment request.

C. Timing of Payments; Retainage. The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. The City must inform the Contractor's surety of any reduction in retainage. 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, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

D. Final Payment. The Contractor must complete the items on the punch list to the satisfaction of the City within the Contract Time and prior to submittal of the application for reduction of retainage or final payment. The Contractor's submittal for final payment must include the Contractor affidavit, final waiver and release of lien for all subcontractors, materialmen and suppliers, warranty of work, and consent of surety in the forms acceptable to the City. The City's or its authorized agent's approval is required before making final payment for all work, materials, or services furnished under this Contract.

47. **DISPUTE RESOLUTION** -All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this Contract or the breach thereof, shall be resolved as follows:

A. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.

D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.

E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

48. **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.

49. **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.

50. **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.

51. **SCRUTINIZED COMPANIES:**

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

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

- (a) 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
- (b) 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
- (c) 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.

52. **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.

53. **DIRECT PURCHASE:** The City reserves the right, at the City's sole option, to utilize the Purchasing Department's direct purchase order system. Direct purchase orders may be issued for applicable supplies and equipment to utilize in this project in order to recover applicable sales tax on these purchase orders.

54. **BUY AMERICA:** The City is committed to the procurement of products and services that are produced or manufactured in America. The city encourages all contractors and vendors to buy American made materials and products.

55. **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.

56. **PRICING/AUDIT:** The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the City. Contractor shall ensure the City has these same rights with subcontractors and suppliers.

57. **DEBARMENT AND SUSPENSION STATUS:** The Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency, nor is the Bidder an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the covered transaction by any government agency.

The Bidder has not within three (3) years preceding this solicitation been convicted of or had a civil suit judgment rendered against the Bidder for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

The Bidder is not presently indicted for or otherwise criminally or civilly charged by a government entity

(federal, state, or local) with the commission of any of the offenses enumerated above.

The Bidder has not, within three (3) years preceding this Solicitation, had any government (federal, state, or local) transactions terminated for cause or default.

58. **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:** By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

59. **FOREIGN ENTITY OF CONCERN COMPLIANCE WITH FLORIDA STATUTE 287.138**

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

(a) "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

(b) "Department" means the Department of Management Services.

(c) "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

(d) "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(2) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

(a) The entity is owned by the government of a foreign country of concern;

(b) The government of a foreign country of concern has a controlling interest in the entity; or

(c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

(3) Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

(4)(a) Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

60. **HUMAN TRAFFICKING** - Florida Statutes Section 787.06(13)

(13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that

the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s. 287.138(1).

61. **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 Schedules shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, **water, equipment,** testing, and all other work needed for a complete and operational resurfaced roadway, as described in the Technical Specifications and/or shown on the Contract Drawings (If applicable). 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 Contract Amendment or change order approved by the City.

1.2 Definitions:

1.2.1 The Department as used within the Contract Documents refers to the City.

1.2.2 The successful bidder for this Contract will be referred to as the **CONTRACTOR: The** 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.**

1.2.3 The Contract Documents consist of the Contract, A Request for Bids and all Addenda, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications (if applicable), Insurance Requirements, Construction Drawings & Plans (if applicable), Bid Form, Bid Schedule, and all other related and included City Forms and documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

1.2.4 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.

1.2.5 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.

1.2.6 The term "work" as it pertains to the contract shall include all supplies, materials and transportation, as well as all equipment and labor necessary to complete each pay item as described in the Specifications of this contract.

Note: In order to avoid cumbersome and confusing repetition of expressions in the Contract Documents, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given,

indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

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

1.2.8 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 ten (10) 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 and 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 Division. 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.

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:

3.1.2 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 to Contract, most recent to oldest
- 3.1.3.3 **Contract Amendments, as indicated therein**
- 3.1.3.4 Contract No. 2025-38
- 3.1.3.5 **RFB No. 2025-38 SECTION III. General Provisions**
- 3.1.3.6 **RFB No. 2025-38 SECTION II. Special Provisions**
- 3.1.3.7 **RFB No. 2025-38 SECTION I. Instructions to Bidders**
- 3.1.3.8 **RFB NO. 2025-38 SECTION IV. APPLICABLE CONTRACTOR COMPLETED AND EXECUTED CITY FORMS AND ATTACHMENTS**
- 3.1.3.9 **Technical Specifications**
- 3.1.3.10 Plans or Drawings (If applicable)
 - 3.1.3.10.1 Dimensions given in figures govern scaled dimensions.
 - 3.1.3.10.2 Detail drawings govern over general drawings.
 - 3.1.3.10.3 Addenda/Change order drawings govern over Contract documents.

3.1.4 Conformity of Work with Plans: All work performed and all materials furnished shall be in conformity and accordance with lines, grades, cross sections, dimensions, and material

requirements, including tolerances, shown in Special Provisions and Exhibits.

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 Contractor 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:

1. By unit prices named in the Contract.
2. By Change Order executed by City Manager.
3. By cost and percentage or by cost and a fixed fee.
4. By estimate and acceptance in a lump sum.

3.1.19 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.

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.

3.1.20 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.

3.1.21 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.

3.1.22 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.

3.1.23 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.

3.1.24 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.

3.1.25 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.

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

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

3.1.27 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.

3.1.28 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.

3.1.29 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.

3.1.30 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.

3.1.31 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 Provisions 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.

3.1.32 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.

3.1.33 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.

3.1.34 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.

3.1.35 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.

3.1.36 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.

3.1.37 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.

3.1.38 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.

3.1.39 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.

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

3.1.41 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.

3.1.42 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.

3.1.42.1 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.

3.1.42.2 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.

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

3.1.45 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.

3.1.46 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.

3.1.47 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.

3.1.48 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.

3.1.49 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 PURPOSE: It is the intent of City of North Port to secure the services of a licensed individual or Contractor to resurface the Lazy River at the North Port Aquatic Center, 6205 W. Price Blvd., North Port, FL 34291.

All the work shall conform within the limits specified and be in conformance with the appropriate Specifications as specified herein.

SP-02 BID PRICE: The work specified shall consist of furnishing all permits, materials, equipment, labor, and operations necessary to complete the work as indicated in the specifications herein.

SP-03 SCOPE OF WORK: City is seeking a licensed individual or Contractor to successfully resurface the Lazy River at the North Port Aquatic Center as listed below.

The work shall consist of, but is not limited to:

The Lazy River at the North Port Aquatic Center was constructed in 2019. Since opening, this highly utilized attraction has experienced failures in the marcite surface. Staff has coordinated numerous repairs to the marcite coating under warranty. The manufacturer's warranty has expired, and these repairs are no longer sufficient. Staff continues to take measures to mitigate the current damage, however permanent repairs are needed. The City desires to have the entire Lazy River area surface refinished. The selected contractor will be responsible for all preparation, labor, materials, clean-up, removal of debris, and required permits.

The contractor shall inspect and verify the proper functionality of all eight (8) underwater light fixtures located in the river. The inspection must include, but is not limited to, the following components for each fixture:

- Light bulb (check for functionality; replace if not working)
- Metal retaining ring (check for corrosion or damage; repair or replace if necessary)
- Gasket (inspect for wear; ensure watertight seal and replace if compromised)

Any broken or non-functional components shall be repaired or replaced as needed to ensure the complete operational condition of each fixture.

Work shall begin on or after November 1, 2025, and must be completed no later than February 28, 2026.

ITEM 1: Replace Interior Finish: Prepare Lazy River for new interior finish to include removing existing finish for entire area to allow for smooth transition to existing edge elevation and features. All penetrations shall be sawcut and chipped back as necessary to allow for the new finish. Acid wash and apply SGM Bond Kote® or approved equal to entire surface. Install new marcite pearl type, or similar, interior finish and lightly acid wash or sponge to expose aggregate. Price shall include all labor and materials for a completed application of the resurfacing per the manufacturer's specifications. Vendor is responsible for measurements and verification of all materials required. Includes removal and re-installation of all drains and grates, including proper prep work around each one. Any damaged tile to be replaced to match existing.

OPTIONAL 1: Replace all Waterline Tile: Install new waterline tile to include vertical depth marker tiles.

OPTIONAL 2: Replace Light Fixture.

Photos of current conditions





SP-04 CONSTRUCTION SCHEDULE: The work will be substantially complete within 89 calendar days after issuance of Notice to Proceed, with final completion within 30 calendar days after attaining substantial completion as established by the City. The date for Final Completion of the Project shall be established as 119 calendar days from Notice to Proceed.

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 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.

The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under Special Provisions. Invoices will be rejected if the schedule is not included.

SP-05 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, phone number and cellphone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract the survey work, 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 or beeper number 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 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 include in his telephone list, a cellphone list and the name of all on site personnel.
- The source of materials for the barrow material. The Contractor shall not change these sources without written consent from the City.
- A copy of the haul routes the Contractor intends to use. The Contractor shall not use bridges that are posted with weight restrictions, which may be exceeded in weight by equipment and materials. The City will not pay for material provided by the Contractor that is delivered to the jobsite on vehicles that have exceeded the posted weight restrictions on a City owned bridge structure.
- 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.

No work shall start until all submittals have been accepted by the City. Once approved, no changes will be allowed without the written approval of the City.

SP-06 CONTRACT TIME: 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 per SP-04 "CONSTRUCTION SCHEDULE"; 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-07 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." Project final completion shall be per SP-04 "CONSTRUCTION SCHEDULE".

SP-08 LIQUIDATED DAMAGES: The work shall be completed within the contract time as required by SP-07 "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-07 "PROJECT COMPLETION."

Amount of Liquidated Damages: *Applicable liquidated damages are the amounts established in the following schedule:*

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 of **Two Thousand Seven Hundred and Fourteen dollars and zero cents (\$2,714.00)** 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, in the amount as specified above, 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-09 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. Prior to resurfacing, the Contractor shall fill and compact all potholes or other surface distortions in such a manner as to preclude any deflection in wearing surface on all roadways that are to be overlaid and that are a part of this Contract unless agreed and approved by the Parks and Recreation Department.

Once commencing the resurfacing work begins, the operation must be continuously prosecuted during normal duty hours to its completion. The Contractor shall not interrupt work after it has begun. The Contractor shall not demobilize forces unless agreed and approved by the Parks and Recreation Department.

SP-10 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 worksite 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-11 CONSTRUCTION PERMITS: The Contractor shall be responsible for obtaining and complying with all permit requirements for this project. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

SP-12 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.

SP-13 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 to determine acceptability his approval. No request for payment for “or equal” equipment will be approved until this list has been received and approved by the City.

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-14 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 testing of asphalt and concrete, including density and compaction):
- 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 releases of lien 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-15 CITY'S STATUS: See General Provisions, 3.1.6.

SP-16 POOL CLOSURE DATES: All work is to be done from NOVEMBER 1, 2025, TO FEBRUARY 28, 2026.

SP-17 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

SP-18 CRITERIA FOR AWARD: The award of this bid shall be to the lowest, responsive, responsible bidder meeting or exceeding the requirements specified. Other consideration(s) of award shall be local preference, qualifications, and references. Any unfavorable references may be caused to deem bidder non-responsive. The basis of award shall be the Base Bid plus those optional bid items selected to be awarded. At their sole discretion, the City reserves the right to award none, one, or more of the Optional Bid Items. The Contractor shall have no basis of claim for either time or cost should the City elect to award none, one or more of the Optional Bid Items.

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.

END OF SECTION III

SECTION IV:
CITY FORMS

CF-1 BIDDER CHECKLIST

IMPORTANT: For your bid to be considered valid, you must attach:

_____ One original hard copy marked "**ORIGINAL**"

_____ One duplicate marked "**COPY**"

_____ Enclose **USB drive**: Do not PDF the Bid schedule, save **EXCEL FORMAT**, all other forms **PDF FORMAT**.

➤ ***Sign, have notarized, and include all forms with your bid package submittal***

Failure to complete these steps may result in your bid being disqualified.

SECTION I. CITY FORMS

___ **CF-1:** Bidder checklist (THIS CHECKLIST)

___ **CF-2:** Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).

___ **CF-3:** Bid Schedule (Excel format, separate document) – **DO NOT RECREATE SPREADSHEET**

➤ Must complete the entire schedule, print original, copy, and save on **USB** drive in **EXCEL FORMAT**.

___ **CF-4:** Bid Form

___ **CF-5:** Statement of Organization

___ **CF-6:** Addenda Acknowledgement and Bid Bond Terms

___ **CF-7:** City Bid Bond Form (**DO NOT RECREATE AND ONLY USE THIS FORM**)

___ **CF-8:** Equipment and Source of Supply List

___ **CF-9:** Qualifications and Experience Form

___ **CF-10:** Insurance acknowledgement

___ **CF-11:** Certification Regarding Lobbying

___ **CF-12:** Non-Collusive Affidavit

THIS PAGE MUST BE COMPLETED AND SUBMITTED

- ___ **CF-13:** Conflict of Interest Form
- ___ **CF-14:** Public Entity Crime Information
- ___ **CF-15:** Drug-Free Workplace Form
- ___ **CF-16:** The Florida Trench Safety Act
- ___ **CF-17:** Scrutinized Company Certification Form
- ___ **CF-18:** Vendor's Certification For E-Verify System
- ___ **CF-19:** Performance and Payment Bond Terms (**UPON AWARD**)
- ___ **CF-20:** Performance and Payment Bond Form (attached for use after award, does not need to be submitted with bid)
- ___ **CF-21:** Human Trafficking Affidavit
- ___ **CF-22:** Foreign Entities of Concern Affidavit

THIS PAGE MUST BE COMPLETED AND SUBMITTED

CF-2

SEALED RFB ENVELOPE LABEL

PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.

If not using label provided below, please include the following on the outside envelope: **COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.**

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 #: 2025-38	
ROAD REHABILITATION PROJECT	
DATE DUE: _____	
TIME DUE: _____	
SUBMITTED BY: _____	
(Name of Company)	
_____	_____
e-mail address	Telephone
Deliver to:	
City of North Port – City Hall	
Finance Department/Purchasing Division	
4970 City Hall Blvd, Suite 337	
North Port, Florida 34286	
RFB NO. 2025-38 North Port Aquatic Center Lazy River Resurfacing	
Attention: Alla V. Skipper, Procurement Manager	

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

CF-3/EXHIBIT 8:

BID SCHEDULE

SEPARATE ATTACHMENT - DO NOT RECREATE THIS EXCEL SCHEDULE

Submit one original hard copy labeled "ORIGINAL", one labeled "COPY", and a digital version on a USB flash drive. The bid schedule should be in Excel format, while all other documents should be in PDF format.

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.** Bidder must complete all **GREEN** spaces on the excel spreadsheet (unit price column).

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 Price (unless the unit price is "x" out by the City). UNIT PRICE 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.

**CF-4:
BID FORM**

Company Name: _____

Business Address: _____

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 Addenda, Request for Bids: Instructions to Bidders, General Provisions, Special Provisions, Insurance Requirements, Bid Form, City Forms, Contract Drawings and or Plans, Attachments and Exhibits to this solicitation, Permit Fees, and any other reports, attachments and documentation for: **RFB NO. 2025-38 North Port Aquatic Center Lazy River Resurfacing** 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 and shall be defined as the contract documents.

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:

----- \$ -----
PRINT TOTAL COST **NUMERICAL**

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **ONE HUNDRED TWENTY (120) 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

**CF-5:
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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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: _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**CF-6:
ADDENDA ACKNOWLEDGEMENT**

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	

**BID BOND TERMS
(SEE FORM NEXT PAGE)**

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____
(insert: “cash”, “Bidder’s bond”, or “certified check”, as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier’s checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a Contract with the City as specified in the Contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay City’s reasonable attorneys’ fees incurred with or without suit.

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, bid bond) 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

CF-7
CITY OF NORTH PORT BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that _____, authorized by law to do business as a _____ Contractor in the State of Florida, as Principal, and _____, a Corporation chartered and existing under the laws of the State of _____, as Surety, with its principal offices in the City of _____, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for **(RFB NO. 2025-38 North Port Aquatic Center Lazy River Resurfacing.)**

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void: otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal:

(Principal) (SEAL)

(By)

Witness as to Surety:

Printed Name (SEAL)

Surety's Name)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

THIS PAGE MUST BE COMPLETED AND SUBMITTED

CF-8
EQUIPMENT LIST, SOURCE OF SUPPLY AND SUBCONTRACTORS
EQUIPMENT

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

Bidders are to complete the LIST below for 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. Please use additional sheets , if applicable.

SUBCONTRACTORS

Name of Subcontractor (attach additional pages as necessary)	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

SOURCE OF SUPPLY

- 1. _____
- 2. _____
- 3. _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

CF-9

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 in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Subcontractor, at least two (2) projects, in the past fifteen (15) years of similar type, size and dollar value of the project described herein.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ 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# _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

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# _____ 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 \$ _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

CF-10
PROJECT INSURANCE REQUIREMENTS

A. Insurance.

- (1) Before performing any work, the Contractor and subcontractors must procure and maintain during the Contract Time the insurance identified in this Section 8 against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The insurance policies must remain in full force and effect until their obligations and warranty periods have been discharged or satisfied.
- (2) The policies of insurance must be primary and written on forms acceptable to the City, placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A – Excellent: FSC VII."
- (3) The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon written agreement with the Contractor.
- (4) Proof of insurance must be filed by the Contractor with the City within ten (10) calendar days after the Effective Date of this Contract.
- (5) These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is free to purchase additional insurance as it may determine necessary. The extent of the Contractor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 for each employee; and \$500,000 policy limit for bodily injury or disease.

C. Comprehensive Commercial General Liability Insurance. A comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- (1) The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.
- (2) The policy must include General Liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed operations; \$100,000 for damage to rented premises.
- (3) The City of North Port is to be named additionally insured on the insurance policy.

D. Automobile Liability Insurance. Automobile liability insurance to include all owned, leased, hired, and non-owned vehicles.

- (1) Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if the Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- (2) The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for bodily injury; \$1,000,000 per accident for bodily injury; and \$1,000,000 per accident for property damage.
- (3) The City of North Port is to be named additionally insured on the insurance policy.
- E. Other Insurance. Other insurance is only required if checked below. If not checked, the referenced insurance is not required.
- [n/a]** Builder's Risk Insurance for the Course of Construction or Installation Floater Insurance. The policy must include the "All Risk" (Special Perils) coverage with limits equal to the completed value of the project; and must not include coinsurance penalty provisions.
- [n/a]** Contractor's Pollution Legal Liability for Projects Involving Environmental Hazards. The policy must include liability insurance with a limit of \$1,000,000 for each occurrence or claim and \$1,000,000 for policy aggregate.
- [n/a]** Environmental/Pollution Liability. Required when chemicals being used are listed as "hazardous" on www.epa.gov website. The Environmental/Pollution Liability policy must include a limit of \$500,000 general aggregate, and \$500,000 each occurrence. The Contractor must notify the City prior to usage of hazardous chemicals so that adequate insurance coverage is provided prior to use. Failure to notify the City shall be deemed a material breach of this Contract.
- F. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.
- G. Policy Form.
- (1) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims made policies may be accepted for professional liability, hazardous materials and other risks as are authorized by the City's Purchasing Division. All claims made policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
- (3) Each insurance policy required by this Contract must:

- (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
- (6) All certificates of insurance must be approved by the City before commencement of any work. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract. No changes may be made to these specifications without prior written approval by the City Manager or designee.
- H. Notices. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed must be provided to the Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

UPON REVIEW OF THE INSURANCE REQUIREMENTS, I CONFIRM THAT IF AWARDED THIS BID, I WILL PROVIDE THE SPECIFIED COVERAGE.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

CF-11

CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor's Authorized Representative

Name

Title

Date

CF-12
NON-COLLUSIVE AFFIDAVIT

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

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

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

Signed, sealed, and delivered on _____, 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 _____ 202____, by _____.

Notary Public

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

CF-13
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

CF-14
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 _____ 202__, by _____.

Notary Public – State of Florida

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

CF-15
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

CF-16

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

1. This Sworn Statement is submitted with or Contract No. _____ for the construction of _____.
2. This Sworn Statement is submitted by _____ ("Contractor") whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. 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.
4. 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.
5. The Contractor 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:

6. The Contractor has appropriated \$_____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:
7. The undersigned, in signing this Sworn Statement, 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) the Contractor will utilize on this Project.

Signature

Name

Title

SWORN ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 202__, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

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

CF-17
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

CF-18

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)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

CF-19

PERFORMANCE AND PAYMENT BOND REQUIREMENTS

A. Security.

- (1) The Contractor must provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days** of executing this Contract. Failure by the Contractor to provide the bond within **ten (10) business days** constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon 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. The default is only curable at the option of the City.
- (2) In addition, the Contractor is responsible and bears all cost associated with recording the Performance and Payment Bond with the Sarasota County Clerk's Office. The Contractor must furnish the receipt of the recording and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. Such default is only curable at the option of the City.

B. Performance and Payment Bond. The Contractor must provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05, in the amount of one hundred percent (100%) of the Contract price, the costs of which are to be paid by the Contractor. The bond must be acceptable to the City only if the Surety Company:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
- (5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
- (6) Has 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; and
- (7) Has an underwriting limitation of at least two times the dollar amount of the Contract price.

C. Substitute Bond Required. 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 this Contract, the Contractor must, within **five (5) calendar days** thereafter, substitute another Bond and Surety Company, both of which are subject to the City's approval.

D. Surety Acceptance of Terms. By execution of the bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.

CF-20
PERFORMANCE AND PAYMENT BOND

In compliance with F.S. Section 255.05(10) 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:	City of North Port, Florida
PRINCIPAL ADDRESS:	4970 City Hall Boulevard
	North Port, Florida 34286
CITY CONTACT PHONE NO.:	(941) _____ <i>[insert project manager number]</i>
CONTRACT NO.: (if applicable)	_____
PROJECT ADDRESS:	_____
(if applicable)	North Port, Florida _____ <i>[insert zip code]</i>
DESCRIPTION OF PROJECT:	_____
(if applicable)	_____

DESCRIPTION OF	_____
IMPROVEMENT:	_____

By this Bond, we, _____, as Principal ("Contractor") and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, as Surety ("Surety") are held firmly bound unto the City of North Port, Florida, as Obligee ("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 for the **DESCRIPTION** 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 as follows:

CONTRACTOR

_____ *[insert name of principal]*

By: _____

Title

(SEAL)

Date

SURETY

_____ *[insert name of surety]*

By: _____ (SEAL)

Title

Date

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.: _____

CF-21
HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. I am over the age of 18 and I have personal knowledge of the matters stated in this affidavit except as otherwise set forth herein.
2. I currently serve as _____ (title) of _____ (Entity).
3. The _____ (Entity) does not use coercion for labor or services, as those terms are defined in Florida Statutes Section 787.06.
4. This affidavit is made pursuant to Florida Statutes Section 92.525.
5. I understand that making a false statement in this affidavit may subject me to criminal penalties.
6. I am authorized to execute this document on behalf of the entity.

Under penalties of perjury, I, _____ **[insert person's name]** as _____ **[insert title]**, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

ENTITY

_____ **[insert name of legal entity, in bold ALLCAPS]**

_____ **[signature]**

_____ **[insert name and title]**

_____ **[insert date]**

CF-21
AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. **[Insert if purchasing real property]** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

ENTITY

----- **[insert name of legal entity, in bold ALLCAPS]**

----- **[signature]**

----- **[insert name and title]**

----- **[insert date]**

SECTION V.

**“SAMPLE” and
Subject to updates**

**CITY CONSTRUCTION
CONTRACT TEMPLATE**

CITY CONTRACT

SAMPLE CONSTRUCTION TEMPLATE (Subject to Updates)

Contract No. 2025-38 ("Contract") is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and _____ *[insert name of Organization or other Legal Entity, exactly as name appears in the corporate records at Sunbiz.org]*, a _____ *[insert name of state]* _____ *[insert type of entity as designated at Sunbiz.org; i.e., "Florida nonprofit corporation"]*, registered to do business in the State of Florida, whose principal place of business is _____ *[insert address]* ("Contractor").

WITNESSETH

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

1. CONTRACT TIMING.

- A. Effective Date. This Contract becomes effective on the date approved by City Commission ("Effective Date") and terminates upon the completion of the work or as otherwise provided in this Contract.
- B. Time Is of the Essence. Time is of the essence in the performance of this Contract.
- (1) Notice to Proceed. The Contractor agrees to commence operations within a mutually agreed upon time following written notification by the City to commence work ("Notice to Proceed").
- (2) Contract Time. All work performed under the provisions of this Contract must be completed no later than _____ (____) *[insert number of days in alphabetical and numerical format]* calendar days from the notice to proceed, subject only to delays caused through force majeure. City holidays will be counted as calendar days. The work must be substantially completed no later than _____ (____) *[insert number of days in alphabetical and numerical format]* calendar days from the notice to proceed, with final completion within _____ (____) *[insert number of days in alphabetical and numerical format]* calendar days after attaining substantial completion or after delivery to the Contractor of the punch list of items for final completion, whichever is later ("Contract Time"). The Contract Time includes 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.
- (3) Extensions. Contract Time may be extended due to unforeseen circumstances or unknown site conditions that alter the scope of work only as agreed to in writing by both parties and incorporated into the Contract as a change order or amendment.

C. Process for Completion.

- (1) Delivery of Documents Prior to Substantial Completion. _____ *[insert "Fourteen (14)" OR for complex contracts insert number of calendar days in alphabetical and numerical format]* calendar days prior to the expiration of the time for substantial completion, the Contractor must deliver to the City the record drawings and all other submittals required in the Contract. After delivery, the City will review the work identified in the Contract, the record drawings, and other submittals, excluding pay requests.
- (2) Notice. The City must issue a written notice of substantial completion when the City has determined that the work identified in this Contract is substantially complete, and the record drawings are submitted and approved by the City.
- (3) Punch List.
 - (a) Preparation and Delivery of Punch List.
 - (i) No later than twenty (20) calendar days after delivering the notice of substantial completion, the City must prepare an initial punch list with costs consistent with the RFB ("Punch List") and any related questions. If the costs for any work on the punch list are not included in the RFB then the costs will be negotiated and determined by mutual agreement of the parties.
 - (ii) The Punch List must include each remaining item required and the costs to render the construction services complete, satisfactory, and acceptable to the City, and for the Contractor to meet its obligations under this Contract.
 - (b) Contractor's Response.
 - (i) The Contractor must provide the City a response and address all questions no later than five (5) calendar days after receiving the Punch List; and
 - (ii) If the Contractor fails to timely respond to the City for preparation of the Punch List items to be completed, within thirty-five (35) calendar days after the notice of substantial completion, the City will notify the Contractor in writing of the Contractor's failure.
 - (c) City's Response. The City must provide the Contractor with any changes to the initial Punch List no later than five (5) calendar days after receiving the Contractor's response.
- (4) Final Completion. The Contractor must complete the items on the Punch List to the satisfaction of the City within the Contract Time and prior to submitting the application for reduction of retainage or final payment.

3. **CONTRACT DOCUMENTS.**

- A. Scope and Incorporation of Bid Documents. The work includes NORTH PORT AQUATIC CENTER LAZY RIVER RESURFACING as described in the Request for Bid No. 2025-38 ("RFB"), including plans, drawings, specifications, addenda, permits, diagrams, and other related documents, as well as the Contractor's

response to the RFB (collectively, "Contract Documents"). The Contract Documents are specifically made a part of this Contract and are incorporated by reference. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

- (1) This Contract and all attachments and exhibits.*
- (2) The RFB, including all attachments and addenda.*
- (3) The Contractor's response to the solicitation.*
- (4) Specific direction from the City Manager or designee.*

4. THE CONTRACTOR'S RESPONSIBILITIES.

A. Supervision.

- (1) The Contractor must supervise and direct all work performed to the best of its ability, give the work all the attention necessary for proper supervision and direction, and only employ workers with sufficient skill to perform the job assigned.*
- (2) The Contractor assumes full responsibility for all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor in furtherance of this Contract.*

B. Labor and Materials.

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions of this Contract and the Contract Documents.*
- (2) The Contractor represents and warrants that all equipment and materials used in the work and made a part of the structures or permanently placed in connection with the work, must be new unless otherwise specified in this Contract or Contract Documents, must be of good quality, free of defects, and in conformity with this Contract and related Contract Documents. The Contractor and the City agree that all equipment and materials not in conformity with this Contract are defective.*

C. Public Records Law. In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- (1) Keep and maintain public records required by the City to perform the service.*
- (c) 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/>)*
- (d) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps,*

books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The 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 the term and in furtherance of 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 the City following completion of the Contract, the Contractor must maintain the project records for the time 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 the 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 must 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 must comply with all applicable requirements for retaining public records.*

(4) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, publicrecordsrequest@northportfl.gov.

- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.*
- D. Contractor's Affidavit.** *When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.*

- E. Subcontractors and Suppliers. All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- F. Licenses and Permits. The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.
- G. Laws and Regulations. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.
- H. E-Verify System. During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.

5. PAYMENT.

- A. Payment Requests. The Contractor must use a City approved form for all payment requests, along with an updated work schedule reflecting the progress of all work. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The Contractor's payment request must include any changes approved in previous payment requests.
- B. Payment. The Contract Price is net, and all payment requests are payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, et seq.). The City or its authorized agent will make payment to the Contractor for all services or work completed or materials furnished in accordance with this Contract only upon certification and approval of the payment request.
- C. Timing of Payments; Retainage.
 - (i) The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage.

- (ii) *Notwithstanding any other section of this Contract, within 28 calendar days after delivery of the completed Punch List, and after receipt of a proper payment request, the City must pay to the Contractor the remaining Contract Price less 150 percent (150%) of the estimated cost to complete the items on the Punch List.*
- (iii) *The City must inform the Contractor's surety of any reduction in retainage. 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, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.*
- D. *Improper Payment Request.* *The City will determine any dispute between the Contractor and the City concerning a payment request pursuant to the City's dispute resolution procedure, as referenced in this Contract. The City will pay the undisputed portion of the payment request within twenty (20) business days after receipt of the payment request.*
- E. *Payment Not Required.* *The City is not obligated:*
 - (1) *For the payment or release of any amounts that are the subject of a good faith dispute made in writing and delivered to the Contractor; or*
 - (2) *For processing or paying retainage, if the City has notified the Contractor in writing of its failure regarding the development of the Punch List or any contractual responsibilities regarding the Punch List or a claim relating to the bond.*
- F. *Final Payment.* *The Contractor's submittal for final payment must include the Contractor affidavit, final waiver and release of lien for all subcontractors, materialmen and suppliers, warranty of work, and consent of surety in the forms acceptable to the City. The City's or its authorized agent's approval is required before making final payment for all work, materials, or services furnished under this Contract.*

6. LIQUIDATED DAMAGES.

- A. *Generally.* *The work performed must be completed within the Contract Time.*
- B. *Amount.* *The City and the Contractor agree that the City will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions allowed by Change Order(s). The parties further agree determining the exact value of the City's damages due to a delay in the substantial completion of the work would be a difficult, time consuming, and costly process. The parties agree that it is in their mutual interest to establish a figure of **XXX HUNDRED DOLLARS and NO CENTS (\$XXX.00)** as liquidated damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that substantial completion is delayed beyond the Contract Time.*
- C. *Adjustments prohibited.* *The parties agree that neither will make any claim to increase or reduce the amount to be paid under liquidated damages as the result of any calculation of actual damages the City suffered as the result of delay in the substantial completion of the work.*

7. BOND REQUIREMENTS.

- C. Performance and Payment Bond. The Contractor must provide a performance and payment bond in the form prescribed in Florida Statutes Section 255.05, in the amount of one hundred percent (100%) of the Contract Price, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the surety company:
- (1) Is licensed to do business in the State of Florida;
 - (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
 - (3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - (4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
 - (5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
 - (6) Has 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; and
 - (7) Has an underwriting limitation of at least two times the dollar amount of the Contract Price.
- B. Substitute Bond Required. 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 this Contract, the Contractor must, within five (5) calendar days thereafter, substitute another bond and surety company, both of which are subject to the City's approval.
- C. Surety Acceptance of Terms. The Contractor warrants that the Contractor delivered this Contract to the surety prior to execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.
- D. Delivery of the Bond. The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the Contractor the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.
- E. Recording the Bond. The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.

8. CONTRACTOR'S INSURANCE.

F. Insurance.

- (7) Before performing any work, the Contractor and subcontractors must procure and maintain during the Contract Time the insurance identified in this Section 8 against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The insurance policies must remain in full force and effect until their obligations and warranty periods have been discharged or satisfied.*
- (8) The policies of insurance must be primary and written on forms acceptable to the City, placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A – Excellent: FSC VII."*
- (9) The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon written agreement with the Contractor.*
- (10) Proof of insurance must be filed by the Contractor with the City within ten (10) calendar days after the Effective Date of this Contract.*
- (11) These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is free to purchase additional insurance as it may determine necessary. The extent of the Contractor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.*

G. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 for each employee; and \$500,000 policy limit for bodily injury or disease.

H. Comprehensive Commercial General Liability Insurance. A comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- (1) The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.*
- (2) The policy must include General Liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed operations; \$1,000,000 for damage to rented premises; and \$100,000 for fire damage.*
- (3) The City of North Port is to be named additionally insured on the insurance policy.*

- I. Automobile Liability Insurance. Automobile liability insurance to include all owned, leased, hired, and non-owned vehicles.
- (1) Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if the Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.
 - (2) The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for bodily injury; \$1,000,000 per accident for bodily injury; and \$1,000,000 per accident for property damage.
 - (3) The City of North Port is to be named additionally insured on the insurance policy.
- E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.
- F. Policy Form.
- (3) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims made policies may be accepted for professional liability, hazardous materials and other risks as are authorized by the City's Purchasing Division. All claims made policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
 - (3) Each insurance policy required by this Contract must:
 - (c) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

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

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

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

(6) *All certificates of insurance must be approved by the City before commencement of any work. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract. No changes may be made to these specifications without prior written approval by the City Manager or designee.*

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

9. INDEMNITY, DEFENSE, AND RELEASE.

A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**

B. **FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR RELATING TO VIOLATION OR**

INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, OR INTELLECTUAL PROPERTY RIGHT.

- C. *The City must provide all available information and assistance that the Contractor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, or others) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.*
- D. *The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and the insurance coverage must not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).*
- E. *This Contract must not be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.*
- F. *The terms of this section survive the termination or completion of the Contract.*

10. TERMINATION.

- A. Termination With or Without Cause. *The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.*
 - (1) *Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.*
 - (2) *Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.*
 - (3) *The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.*
 - (4) *The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.*
- B. Termination for Non-Appropriation. *The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party,*

are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.

- C. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.*
- D. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request 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.*
- E. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.*
- F. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:*
 - (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;*
 - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;*
 - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;*
 - (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;*
 - (5) Claims made, or likely to be made, against the City or its property;*
 - (6) Loss caused by the Contractor;*

- (7) *The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or*
- (8) *Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.*
- G. Waiver. *Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.*
- H. Payment Adjustments. *If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.*
- I. E-Verify Violation.
- (1) *If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.*
- (2) *If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.*
- (3) *The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.*
- J. Remedies. *In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.*
- K. Dispute Resolution Procedure. *Any dispute must be finally determined by the City pursuant to the City's dispute resolution procedure, and must commence within 30 days after the City's receipt of the payment request. Upon invoking the dispute resolution process, If the Contractor sends the City an overdue notice, then the City must notify the Contractor within 6 calendar days of receipt of an overdue notice; identify the items in dispute; and that the City has initiated the dispute resolution process. The City must issue its final decision in writing and conclude the dispute resolution proceeding within 45 days after the date the proper payment request is received by the City.*

11. EQUAL EMPLOYMENT OPPORTUNITY.

The City of North Port, Florida, consistent with the provisions of Title VII of the Civil Rights Act of 1964 ("Title VII") and the regulations issued pursuant to Title VII and Florida Statutes Section 287.09451, states that in any

contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

12. NOTICES.

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City: **John Mills., Project Manager**
City of North Port
Department of Public Works
1100 N. Chamberlain Blvd, North Port, FL 34286
North Port, Florida 34286
941.240.3821
jmills@northportfl.gov

*With copies of claims
and demands sent to:* City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
northportcityattorney@northportfl.gov

As to Contractor: _____ **[insert name of Contractor]**
 _____ **[insert name of person signing]**
 _____ **[insert address]**
 _____ **[insert city, state, and zip code]**
 _____ **[insert telephone]**
 _____ **[insert email address]**

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

13. ATTORNEYS' FEES.

In any proceedings between the parties arising out of or related to this Contract, the prevailing party must be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings, at both trial and appellate levels.

14. SCRUTINIZED COMPANIES.

- A. Certification. *As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a*

boycott of Israel.

B. Requirements. *As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:*

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

(2) The Contractor 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 Florida Statutes Section 215.473; and

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

C. Termination. *If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.*

D. Penalty.

(1) A Contractor 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 this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and

(2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

15. FORCE MAJEURE.

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

(1) A strike or work stoppage, unless caused by a negligent act or omission of either party;

(2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

(3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

(4) A declared emergency of the federal, state, or local government; or

(5) Any other like event that is beyond the reasonable control of the non-performing party;

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

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

16. MISCELLANEOUS.

- A. Authority to Execute. The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.*
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.*
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.*
- D. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.*

- E. Severability. In the event any court holds any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract will require approval by the City Commission. The City Commission hereby authorizes the City Manager or designee to approve and execute all Contract amendments on behalf of the City that do not change the City's financial obligations under this Contract.
- I. Assignment. The Contractor must not assign this Contract or any right or responsibility without the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

(This space intentionally left blank; signature pages to follow)

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as indicated below.

CONTRACTOR

_____ [insert name of legal
entity as reflected in Sunbiz.org, in all CAPS]

By: _____

Name: _____

Title: _____

[insert name/title of authorized agent as reflected in
Sunbiz.org]

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,
on this ____ day of _____ 202_, by _____ (name), as
_____ (title) for Seagate Development Group, LLC.

Notary Public

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

Approved by the City Commission of the City of North Port, Florida on _____, 202_ .

CITY OF NORTH PORT, FLORIDA

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

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY