

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

**BIDDER CHECKLIST (INCLUDE THIS LIST W/SUBMITTAL)
ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID**

p 44

SEALED RFB ENVELOPE LABEL

p 45

Check (v)

ATTACHMENT 1: Insurance Requirements and Acknowledgement (page 51 acknowledgement to be submitted)

ATTACHMENT 2: Excel Tabulation Price Sheet (must complete and Submit in excel format on USB DRIVE). **DO NOT RECREATE THIS FORM.**

ATTACHMENT 3: Bid Form

ATTACHMENT 4: Statement of Organization

ATTACHMENT 5: Addenda and Bond Form

ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List

ATTACHMENT 7: Qualifications and References

ATTACHMENT 8: Non-Collusive Affidavit

ATTACHMENT 9: Conflict of Interest

ATTACHMENT 10: Public Entity Crime Information

ATTACHMENT 11: Drug-Free Workplace Form

ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)

ATTACHMENT 13: Sworn Statement: The Florida Trench Safety Act

ATTACHMENT 14: Scrutinized Company Certification Form

ATTACHMENT 15: Lobbying Certification

ATTACHMENT 16: Vendor's Certification For E-Verify System

ATTACHMENT 17: Bid Bond (Must use this form and attach with Bid submittal)

ATTACHMENT 18: Performance and Payment Bond (AWARDED VENDOR MUST USE THIS FORM)

"SAMPLE" RFB CONTRACT – SUBJECT TO CHANGE

_____	✓
_____	✓
_____	✓
_____	✓
_____	✓
_____	✓
_____	✓
_____	✓
_____	✓
_____	✓
_____	N/A
_____	✓
_____	✓
_____	✓
_____	✓

**AWARDED VENDOR
DO NOT SUBMIT**

CITY OF NORTH PORT
 2106749149
 PURCHASING DIVISION

**ENVELOPES MUST BE MARKED
"SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)".**

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

If not using label provided on the next page, 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.

Date: October 6, 2021

Signed (Person authorized to bind the company): James J. Miller

Name (printed): James Jay Miller Title: president

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 2:

INSURANCE REQUIREMENTS

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

Requirements:

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

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- fire damage \$100,000

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

2. Commercial Automobile Liability

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

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

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

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

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

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

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

Workers' Compensation Employers' Liability

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

4. Builder's Risk Insurance (Course of Construction) or Installation Floater

Insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. Contractors' Pollution Legal Liability (if project involves environmental hazards) – If Required.

- Each Occurrence or Claim \$1,000,000
- Policy Aggregate \$2,000,000

GENERAL REQUIREMENTS:

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

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

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

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM:

1. All policies, required by this Contract, **with the exception of Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

and retentions to which such policies are subject, whether or not the City is an insured under the policy.

- 7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- 8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

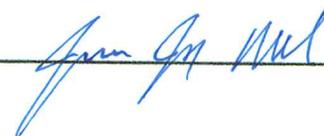
Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

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

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

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE James Jay Miller TITLE president
AUTHORIZED SIGNATURE DATE  DATE 9-30-21

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**RFB 2021-39 REPLACEMENT PERIMETER OF FENCE AT WTP
 BID FORM - TABULATION- COST SCHEDULE**

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Jays Fencing LLC

CONTACT PERSON: Jay Miller

EMAIL ADDRESS: jayfencing50@yahoo.com

AUTHORIZED SIGNATURE: James Jay Miller

ITEM #	DESCRIPTION	EST QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
1	<i>MISCELLANEOUS</i>				
1	Mobilization/Demobilization	1	LS	\$ 11,916.00	\$ 11,916.00
2	8 ft. Fencing with 3 Strand Barb Wire	3300	LF	\$ 56.20	\$ 185,460.00
3	12 ft. Double Drive Gate	1	LS	\$ 1,836.00	\$ 1,836.00
4	8 ft. Double Drive Gate	1	LS	\$ 1,364.00	\$ 1,364.00
5	16 ft. Double Drive Gate	1	LS	\$ 2,078.00	\$ 2,078.00
6	14 ft. Swing Gate	1	LS	\$ 1,771.00	\$ 1,771.00
7	24 ft. Cantilever Slide Gate	1	LS	\$ 4,152.00	\$ 4,152.00
8	Removal and Disposal of Old Fence	1	LS	\$ 16,600.00	\$ 16,600.00
				TOTAL BID	\$ 225,177.00
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER					

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

**ATTACHMENT 3:
BID FORM**

Name of Bidder/Company Name: Jay's Fencing LLC
Business Address: 2059 19th Street
City/State/Zip Code: Sarasota, FL 34234
Bidder/Company Telephone Number: 941-955-3053
E-mail Address: jaysfencing50@yahoo.com
Contractor License #: 22-00021136
FEID #: 26-3184338

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

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2021-39 Replacement of Existing Perimeter Fence at the Water Treatment Plant** 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 BidForm.

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: _____ \$ 225,177.00

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

Date: Sept. 30, 2021

Signed (Person authorized to bind the company): James Jay Miller

Name (printed): James Jay Miller Title: president

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 4:

STATEMENT OF ORGANIZATION

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

Company Name Jays Fencing LLC
Telephone # 941-955-3053 E-Mail jaysfencing50@yahoo.com Fax # 941-955-3085

Main Office Address 2059 19th Street FL 34234

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 #
Jay Miller president

Name & Title of Firm Representative

Federal Identification Number: 26-3184338

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.: L08000064427

Does it use a registered fictitious name: Yes or No

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

Names of Officers:

President: James Jay Miller Secretary: JoAnn Miller

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

Jay's Fencing LLC

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

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: 6640 Iris Street

City, State, Zip: Sarasota, FL 34241

STATE OF FLORIDA

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 day of October 2021, by James Jay Miller



L. Kim Smith
Notary Public – State of Florida

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Date: October 6, 2021

Signed (Person authorized to bind the company): James Jay Miller

Name (printed): James Jay Miller Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 5:

ADDENDA AND BOND INFORMATION

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

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

BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 17 & 18)

BID BOND: ACCOMPANYING THIS PROPOSAL IS Bidders Bond

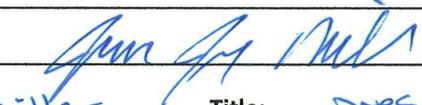
(insert: "cash", "Bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond 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: October 6, 2021

Signed (Person authorized to bind the company): 

Name (printed): James Jay Miller Title: president

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 6:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: 2059 19th St. Sarasota, FL 34234

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.	<u>Truck</u>	<u>Ford</u>	<u>2004</u>	<u>Good</u>	<u>owned</u>
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2021-39 Replacement of Existing Perimeter Fence at the Water Treatment Plant**. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

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

1. _____
2. N/A
3. _____

SUPPLIER(S)

1. _____
2. _____
3. _____

Date: Sept 30, 2021

Signed (Person authorized to bind the company): James Jay Miller

Name (printed): James Jay Miller Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 7: QUALIFICATIONS AND REFERENCES

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor 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 one (1) projects, in the past six (6) years, of similar type, size and dollar value of the project described herein. Additionally, bidder must demonstrate the successful completion by the Superintendent of three (3) projects of similar complexity, nature, size, and dollar amount of project in the past five (5) years. At least one (1) of these projects shall have been completed with the Bidder.

1. Business/Customer Name: Halfacre Construction / with Elem
Name of Contact Person/Title: Dean Crowley / super
Telephone# 941-907-9099 Fax 941-907-9079 E-mail dcrowley@halfacreco.com
Address 7015 Professional Pkwy Sarasota, FL 34240
Phone Number 941-907-9099
Duration of Contract or business relationship since 2008
Type of Services Provided chain link fence
Contract Period: FROM _____ TO 9/14/21
Contract Price \$ _____ Contract Price at Completion of the Project \$ 179,524.00

2. Business/Customer Name: Halfacre Construction / Myrtle St.
Name of Contact Person/Title: Rick
Telephone# 941-907-9099 Fax 941-907-9079 E-mail rmilhoan@halfacreco.com
Address _____
Phone Number _____
Duration of Contract or business relationship since 2008
Type of Services Provided fence
Contract Period: FROM _____ TO Dec 2020
Contract Price \$ _____ Contract Price at Completion of the Project \$ 73,616.42

Date: Sept 30, 2021
Signed (Person authorized to bind the company): [Signature]
Name (printed): James Jay Miller Title: president

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

3. Business/Customer Name: Fred Starling Inc / Community Day School

Name of Contact Person/Title: Donald Parish / super

Telephone# 941-378-3811 Fax _____ E-mail dpa@starling-group.com

Address 5969 Catteridge Blvd, Sarasota, FL 34232

Contract Period: FROM _____ TO 7/29/21

Contract Price \$ _____ Contract Price at Completion of the Project \$ 81,533.00

Phone Number 941-378-3811

Duration of Contract or business relationship 2010

Type of Services Provided perimeter fence + gates

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: Sept. 30, 2021

Signed (Person authorized to bind the company): 

Name (printed): James Jay Miller Title: President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 8:

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Sarasota

Before me, the undersigned authority, personally appeared:

James Jay Miller who, being first duly sworn, deposes and says that:

1. He/She is the owner (Owner, Partner, Officer, Representative or Agent) of Jay's Fencing LLC, the Respondent that has submitted the attached reply:

2. He/She 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 this 30 day of Sept, 2021.

By: [Signature]
(Printed Name)
president
(Title)

STATE OF FLORIDA

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30th day of September 2021, by James Jay Miller



[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 9: CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to Contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

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

_____ (List Position Or Board)

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

Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "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 [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or Contracts with an employee, public officer or advisory board member of the City.

Name: _____

None of The Above

PART II: Are you going to 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 shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

Date: Sept. 30, 2021

Signed (Person authorized to bind the company): [Signature]

Name (printed): James Jay Miller Title: president

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

**ATTACHMENT 10:
PUBLIC ENTITY CRIME INFORMATION**

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

I, James Jay Miller, being an authorized representative of the Respondent Jay's Fencing LLC,

Located at: 2059 19th Street

City: Sarasota State: FL Zip Code: 34234, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: [Signature] Date: 9-30-21

Telephone #: 941-955-3053 Fax #: 941-955-3085

Federal ID #: 26-3184338 E-mail: jaysfencing50@yahoo.com

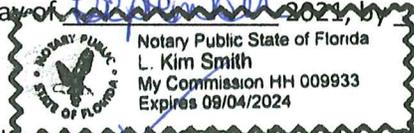
State of Florida

County of Sarasota

STATE OF FLORIDA

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30th day of September, 2021, by James Jay Miller



[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____

Date: Sept 30, 2021

Signed (Person authorized to bind the company): [Signature]

Name (printed): James Jay Miller Title: president

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 11:

DRUG-FREE WORKPLACE FORM

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies

that: Jays Fencing LLC (Company Name) does:

1. Publish 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. Inform 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. Give 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), notify the 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. Impose 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. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

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.

James Jay Miller
Signature
James Jay Miller
Print Name
Sept 30, 2021
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 13:

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

(If applicable)

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

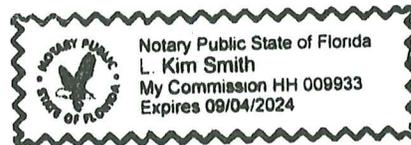
1. This Sworn Statement is submitted with Bid No. 2021-39 for the construction of Water Treatment Plant
2. This Sworn Statement is submitted by Jays Fencing whose business address is 2059 19th St Sarasota, FL 34234 and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3184338.
3. My name is James Jay Miller
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of president with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$ _____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures:
7. The undersigned has appropriated \$ _____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

James Jay Miller
Authorized Signature/Title

Sworn to and subscribed before me

this 30th September 2021
(date)

L. Kim Smith
Notary Public Signature



(Notary Seal)

My Commission Expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 14:

Scrutinized Company Certification Form

Company Name: Jays Fencing LLC
Authorized Representative Name and Title: James Jay Miller, PRES
Address: 2059 19th Street City: Sarasota State: FL ZIP: 34234
Phone Number: 941-955-3053 Email Address: jaysfencing500@yahoo.com

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

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

CHOOSE ONE OF THE FOLLOWING

This bid, proposal, 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: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: James Jay Miller, PRES.

Date Certified: Sept 30, 2021

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED)

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 15:

LOBBYING CERTIFICATION

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

STATE OF Florida

COUNTY OF Sarasota

This 30 day Sept of 2021 James Jay Miller being first duly sworn, deposes and says that he or she is the authorized representative of Jay's Fencing (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

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

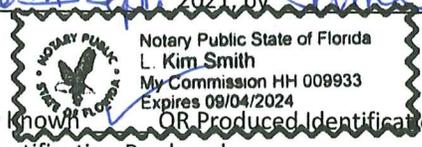
Signed, sealed and delivered this 30 day of Sept, 2021.

By: James Jay Miller
James Jay Miller
(Printed Name)
president
(Title)

STATE OF FLORIDA

COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of 30th Sept 2021, by James Jay Miller



L. Kim Smith
Notary Public – State of Florida

Personally known OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 16: VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF Florida
COUNTY OF Sarasota

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.

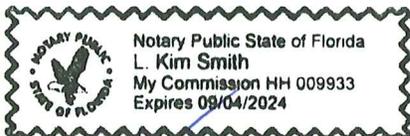
VENDOR: Jay's Fencing (Vendor's Company Name)

James Jay Miller (Vendor signature)

James Jay Miller (Vendor's name printed)

president (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this 30th day of Sept., 2021, by James Jay Miller as _____.



L. Kim Smith
Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

**ATTACHMENT 17:
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 Jay's Fencing, LLC, authorized by law to do business as a Fence Contractor in the State of Florida, as Principal, and Auto Owners Ins Company, a Corporation chartered and existing under the laws of the State of Michigan, as Surety, with its principal offices in the City of Lansing, 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 10/5/2021, for Replacement of Existing Perimeter Fence at the Water Treatment Plant, RFB 2021-39.

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 10/5/2021, 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:

[Signature]

(By)

[Signature] (SEAL)
(Principal)

Witness as to Surety:

[Signature]

Ryan M Brown
Printed Name
Auto Owners Ins (SEAL)
(Surety's Name)
[Signature]
(By-As Attorney-in-Fact, Surety)



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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD155687

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint RYAN M BROWN

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires March 10, 2022.

Susan E. Theisen

Susan E. Theisen

Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 5th day of October, 2021.



William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 18:

CITY OF NORTH PORT

PERFORMANCE AND PAYMENT BOND

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

BOND NO.:

BD155687

BOND AMOUNT:

\$ 225,177

CONTRACTOR NAME:

Jay's Fencing, LLC

PRINCIPAL ADDRESS:

6640 Ibis St. Sarasota, FL 34241

PRINCIPAL PHONE NO.:

(941) 955-3053

SURETY COMPANY NAME:

Auto Owners Insurance Co.

SURETY AGENT:

Ryan Brown - Ryan Brown Insurance

PRINCIPAL ADDRESS:

3731 S Tuttle Ave Sarasota, FL 34239

PRINCIPAL PHONE NO.:

(941) 366-9373

CITY NAME:

City of North Port, Florida

PRINCIPAL ADDRESS:

4970 City Hall Boulevard

North Port, Florida 34288

CITY CONTACT PHONE NO.:

(941) 628-3621

CONTRACT NO.: (if applicable)

2021-39

PROJECT ADDRESS:

WATER TREATMENT PLANT

(if applicable)

5655 NORTH PORT BLVD

NORTH PORT FLORIDA 34287

DESCRIPTION OF PROJECT:

REPLACEMENT OF PERIMETER FENCE AT WTP

(if applicable)

DESCRIPTION OF

IMPROVEMENT:

RFB NO. 2021-39 REPLACEMENT OF PERIMETER FENCE AT WTP

ATTACHMENT 5:

ADDENDA AND BOND INFORMATION

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

Addendum No.	1	Dated	9/22/2021	Addendum No.		Dated	
Addendum No.	2	Dated	9/27/2021	Addendum No.		Dated	
Addendum No.	3	Dated	9/29/2021	Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 17 & 18)

BID BOND: ACCOMPANYING THIS PROPOSAL IS Bidders Bond

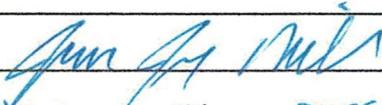
(insert: "cash", "Bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond 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: October 6, 2021

Signed (Person authorized to bind the company): 

Name (printed): James Jay Miller Title: president

THIS PAGE MUST BE COMPLETED AND SUBMITTED